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Oct. 10, 1896.

THE SOLICITORS' JOURNAL.

[Vol. 40.] 795

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VOL. XL., No. 50.

## The Solicitors' Journal and Reporter.

LONDON, OCTOBER 10, 1896.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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## CURRENT TOPICS.

MR. JUSTICE CAVE had on Wednesday no fewer than fourteen adjournments from previous weeks in his paper, making a total of thirty-five cases to be disposed of.

WE MUST add to the collection we have from time to time made of veteran solicitors the name of Mr. WILLIAM WEBB HAYWARD, of Rochester. He was admitted in 1839, and fifty years ago was Mayor of Rochester. He has agreed, on the request of the Council, to resume that position during the ensuing year. It is believed that such an incident has not hitherto occurred in the history of municipal corporations.

THE ARRANGEMENTS for the Birmingham meeting of the Incorporated Law Society are of a very complete and elaborate description. There is a printed list of solicitors expected to attend the meeting, covering nineteen pages, and giving, in addition to the names of the solicitors, their town and their local address in Birmingham. We are sorry to see, by the way, that London does not make so good a figure as it ought to do among the "towns." A pamphlet containing a "detailed programme and general information" has also been issued, which will be found of great value to visitors.

IN HIS ADDRESS at the opening of the session at St. Thomas's Hospital, Lord Justice LINDLEY (observing several ladies present) remarked that "he sometimes saw ladies judicially, but seldom with pleasure, and if the Litany were ever revised while he was alive, he should suggest the addition of the words, "From female litigants in person, good Lord deliver us." The learned Lord Justice may perhaps be reminded that the judges have, to a considerable extent, in their own hands the means of diminishing the number of the persons from whom he prays to be delivered. There is (if we may venture to say so) far too much consideration shewn by the bench to this class of litigants. If women choose to usurp the functions of men, they ought to expect to receive the same treatment as men. It is not necessary to be rude to them, but a little salutary firmness and curttness of speech would go a long way to reduce their number.

IN AN article on Land Transfer and Land Registry in the current number of the *Law Quarterly Review*, Mr. E. K. BLYTH very ably contrasts the system of compulsory registration of title which Lord HALSBURY and Lord HERSHELL have sought to introduce with the scheme for simplification of transfer propounded by Mr. WOLSTENHOLME and incorporated in the draft Conveyancing Bill of the Incorporated Law Society. For the present year the question of registration of title has slumbered, and just now perhaps it is not very opportune to revive it; but

whenever it again comes on for discussion a clear account of the history and existing state of the controversy, such as that which Mr. BLYTH has prepared, cannot fail to be of service. The reforms of the first half of the century, he points out, did much to rid conveyancing of the cumbrous technicalities in which, under the influence of legal fictions and the Statute of Uses, it had become involved; and another great advance in the direction of simplicity was effected by the Conveyancing Act, 1881. Previously to that statute the voluntary system of registration of title under the Acts of 1862 and 1875 had been pronounced by Parliamentary Committees to be a failure, and compulsory registration to be not feasible. Lord CAIRNS himself was of this opinion, and he turned from the very problematical advantages of registration to the actual advantages of simplification of conveyancing, securing these, with Mr. WOLSTENHOLME'S assistance, by the Act of 1881. Subsequent Lord Chancellors have deserted the course which Lord CAIRNS thus marked out, and have reverted to the expedient of compulsory registration which he had set aside as impracticable. It is easy for theorists who have never had actual experience in conveyancing to imagine that land may be transferred with ease and expedition by an entry in the books of a registry, but persons who are conversant with the subject know that there are advantages incident to conveyancing by deed which can never be attained when the parties have to invoke the intervention of a public office. If conveyancing can be still further simplified by a scheme such as that propounded by the Council of the Incorporated Law Society, the reasons in favour of preserving transfer by deed become still more weighty. The essence of that scheme is to enable the owner for the time being to convey the legal estate in land free from all equities, leaving the persons equitably interested to the protection afforded by cautions and inhibitions. Mr. BLYTH presents very concisely the grounds on which the opponents of compulsory registration base their opposition, while he urges that the proposed alternative scheme will do everything that can be desired in the way of facilitating and expediting the transfer of land. As we have already intimated, the matter might very well have been left alone for the present, but when it is to the front again it will be convenient to be able to refer to Mr. BLYTH'S clearly written article.

THE LATEST contribution on the question of costs is contained in an article by Sir ROLAND K. WILSON in the current number of the *Law Quarterly Review*. Sir GEORGE JESSEL, when pressed with the innocency of a defendant's intentions, once said that someone must pay the costs, and he did not see who else but the defendant who had done wrong was to pay them (*Cooper v. Whittingham*, 15 Ch. D. 501). Sir ROLAND WILSON quotes this passage, but he finds a different solution of the difficulty. He has no objection to costs as such, but he proposes another direction for their incidence. Lawyers, he says, know well, what laymen are apt to forget, that the administration of justice is essentially a delicate and difficult business, requiring a very large output of brain power, which must be met (under existing economic conditions) by corresponding cash payments on the part of somebody. At present that "somebody" is represented by the unfortunate litigant who, after perhaps successive appeals and divided judicial opinions, happens to be ultimately vanquished in the fray. Sir ROLAND WILSON instances the case of the defendant in *Garnett v. Bradley* (3 App. Cas. 944). The action was for slander, and the plaintiff got a verdict for a farthing damages, the judge (AMPHLETT, L.J.) making no order as to costs. The question then arose whether the plaintiff was restricted as to costs to the amount of the damages, under 21 Jac. c. 16, s. 6, or whether under the Judicature Acts the costs were to follow the event. On this question the plaintiff succeeded in getting full costs in the Divisional Court, a majority was against him in the Court of Appeal, but he was successful again in the House of Lords. Thus the defendant, in addition to the farthing damages, had to pay the whole costs of the proceedings. Sir ROLAND'S suggestion is that neither party was to blame for the uncertainty of the law, and that the costs should have fallen upon the State. "Costs of all parties as between solicitor and client out of the Consolidated Fund" would certainly be a very

welcome indorsement on a counsel's brief. With what alacrity would clients get the order drawn up and the costs taxed, and present their bill at the office of the Paymaster-General or whoever the official might be who was charged with the duty of payment! But, to our great regret, we cannot regard the notion as practicable. By all means let the State dispense, if it will, with taxes on suitors in the shape of fees; and the State might very well devise means for settling doubtful points arising out of bad drafting of statutes more readily than by sending litigants to the House of Lords. But we fear the Chancellor of the Exchequer is not yet born who would saddle the Treasury with the payment of all the bills of costs which pass through the taxing-masters' offices.

THE LOCAL Government Board for Ireland, after an inquiry, has just reported that the corruption prevalent amongst the members of an Irish Board of Guardians is such as to amount to a public scandal; and the guardians have been informed that the facts have been laid before the Law Officers of the Crown with a view to criminal proceedings being instituted against certain members of their body. The specific charge against these guardians is that they received money to vote for a certain candidate at the election of a rate collector for the Union. The report declares this charge to have been proved, and also that corruption of this nature has prevailed for years at elections of officers for the Union. It is rather strange, but creditable to the general purity of public life in the United Kingdom, that there has been so little legislation on the subject of bribery and corruption, apart from offences relating to the sale of offices and in connection with Parliamentary and municipal elections. It has always been recognized that to bribe or attempt to bribe a judicial officer is a grave misdemeanour; but many text-books discuss the offence of bribery as if it were confined at common law to the bribery of judicial officers. There can, however, be little doubt that the offence is committed by anyone who corruptly accepts money or other reward for doing or abstaining from doing any act in relation to any public office he may hold or to any public duty imposed upon him, and that the person who offers the bribe is also guilty of a misdemeanour. Very few cases of bribery at common law are reported. In 1769 a person was charged with attempting to bribe a Cabinet Minister to use his influence to obtain for him a certain office which was in the gift of the Crown, and the Court of King's Bench held that this was without doubt an offence at common law (*Rex v. Vaughan*, 4 Burr. 2494). Again in 1890, in the case of *Reg. v. Lancaster and Worrall* (16 Cox 737), the last-named defendant was convicted on a count for bribery at common law. His offence consisted in paying money to persons to induce them to vote for the other defendant at an election for the office of assistant overseer in a certain parish. It was argued in his defence that, as he had not attempted to bribe a judicial officer or pervert the administration of justice, he was not guilty of any offence; but WILLS, J., held that his offence was clearly a misdemeanour. Cases, however, like the charge against the Irish guardians may now be dealt with under the Public Bodies Corrupt Practices Act, 1889. By section 1 of this Act it is provided that "every person who shall by himself, or by or in conjunction with any other person, corruptly solicit or receive, or agree to receive, for himself or for any other person, any gift, loan, fee, reward, or advantage whatever as an inducement to, or reward for, or otherwise on account of, any member, officer, or servant of a public body as in the Act defined doing or forbearing to do anything in respect of any matter or transaction whatsoever, actual or proposed, in which the said public body is concerned, shall be guilty of a misdemeanour." It is also provided that the person giving, promising, or offering any gift or reward shall be guilty of a misdemeanour. A person convicted under this Act is liable not only to fine and imprisonment, but to be ordered to pay over to the public body any money he has corruptly received; to be adjudged incapable of holding any public office for seven years; if convicted a second time, to be adjudged incapable for ever of holding any public office or of voting for seven years at any Parliamentary election or at the election of any public body; and if he be an officer or servant of any public body, he may be deprived by the court

of his right to any pension to which he may otherwise be entitled. The consent of the Attorney-General is required to the institution of any prosecution under the Act.

WE REFERRED last week to section 5 of the Judicial Trustees Act, 1896, and pointed out that trustees, although honest and perhaps reasonable, would by no means always be protected by its provisions against the consequences of breach of trust. They must also shew to the satisfaction of the court that they ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court. Applying this test, it will probably be found that most cases in which trustees have been held liable for a breach of trust would not have had a different result had they been decided under the new Act. Take for instance the case of *Billing v. Brogden* (37 W. R. 84), in which NORTH, J., hesitated so long before giving judgment adverse to the trustees, but in which his judgment was affirmed by the Court of Appeal. There the charge made against the trustees was that they had failed to enforce a debt of £10,000 due to the trust estate. That they had failed to enforce the debt was true, and the reason was that, in consequence of all the parties being nearly related, the necessary proceedings would have caused unpleasantness. Ultimately the debtor became insolvent, though the trustees were not able to excuse themselves by proof that proceedings against him would, at the time when they should have been taken, have led to no result. In fact, the debtor was then believed to be solvent, and his subsequent failure was due to the depreciation in mining properties. In such a case as this the trustee violated his duty, which is to call in the trust estate and enforce any necessary claims for that purpose; and the mere fact that he would cause family trouble would hardly warrant the conclusion that "he ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court." The court would certainly have said, "Call in the money at once." Or take the case of *Somerset v. Earl Poulett* (41 W. R. 536, 42 W. R. 145), where trustees advanced a sum of £35,000 upon an insufficient security. The property forming the subject of the security was valued on their behalf at £42,000, and they were advised that they might safely advance £30,000 upon it. The proposed mortgagor being dissatisfied, the valuer subsequently advised that £35,000 might be advanced, and the trustees, at the request of a beneficiary, invested this sum. The property proved to be wholly inadequate to satisfy the mortgage, and the trustees were held liable for the deficiency. Here again the trustees departed from the rules which should have guided them, and of which the court certainly would not have sanctioned a relaxation, solely to oblige other persons. As in the previous case, they acted without reasonable excuse, and the present Act would not have benefited them. In both these cases, indeed, it may be questioned whether the trustees could have satisfied the preliminary test of having acted reasonably. It must not be assumed too readily that section 5 of the Judicial Trustees Act is going to inaugurate a golden age for trustees.

In a letter to the *Times* Mr. J. W. BUDD, the late President of the Incorporated Law Society, takes up the question of the business arrangements of the courts adverted to in the *Times* article on which we commented last week. He indorses the opinion expressed in the article that the defect in the courts is that they are not conducted on business principles, and that the proper course is to adapt the machinery to the work to be done, instead of leaving the work to accommodate itself to the machinery. But on this point probably all persons are agreed. The only question is as to the mode in which this adaptation is to be brought about. So far as the High Court is concerned, there has been evident for some time an anxious desire to make such arrangements as will expedite business and satisfy the requirements of the public. The fact that the state of things is still far from satisfactory is due, perhaps, to the limitations under which the judges and officials of the High Court work; perhaps, too, to their failing to grasp the actual necessities of the case. Mr. BUDD suggests that the matter should be taken in hand by a committee consisting of experienced business men, both in and out of the legal profession. "If such a committee," he says,

"were appointed, and were convened and presided over by the Lord Chief Justice of England, should he be found willing to undertake the duty, I cannot but feel assured that, although the subject bristles with difficulties, some practical scheme would be evolved for bringing the machinery of legal procedure into harmony with the requirements of business men." Special matters which Mr. BUDD mentions as contributing to the present discontent are the insufficient means of stopping at the outset cases improperly brought or improperly defended, the maintenance of the Long Vacation in its present excessive length, the waste of judicial strength arising out of the circuit system, and the hardship of the distinction between party and party and solicitor and client costs. Undoubtedly these and other matters would furnish plenty of material for the deliberations of such a committee as Mr. BUDD suggests; and possibly, when it reported, its report would be speedier in bearing fruit than that which was due some years ago to the unassisted labours of the bench.

## REPAIRS AND IMPROVEMENTS OF SETTLED PROPERTY.

### I.

A SPECIFIC bequest of leaseholds raises the important question as to the incidence of the burdens attaching to the property at the time of the testator's death. Whatever may be the law as regards a simple bequest (*Hickling v. Bowyer*, 1851, 1 W. R. 1, 3 M. & G. 635), it is now settled that where leaseholds are settled in succession, all liabilities in respect to the premises which have ripened into debts at the time of death, even though they are payable *in futuro* only, must be borne by the general residue to the exoneration of the leaseholds. Thus, in *Fitzwilliam v. Kelly* (1852, 10 Hare 266) a fine had become payable during the life of the testatrix in respect of the filling up of the number of the trustees of the land, which belonged to a charity. After the death a similar liability occurred. It was held that the first fine and the costs of the litigation which took place to determine its amount were properly payable out of the general personal estate, but that the other fine and its corresponding costs must be borne by the legatees. A very similar case (*Harris v. Poyner*, 1852, 1 Drew 174), was heard in the same year before KINDERSLEY, V.C. In this instance the leaseholds were left considerably out of repair, contrary to the testator's covenant. His widow paid the liability to the extent of £900, and it was held that she, being only tenant for life, was entitled to be recouped out of the general personal estate. The Vice-Chancellor said: "Where there is a tenant for life and remainderman or reversioner, under the same will, of a large mass of property, consisting partly of this leasehold property, and all this was subject, at the time when the testator died, to the payment of £900 to the landlord, to make good the dilapidations incurred up to that time, upon every general principle the tenant for life ought not to bear that charge. In fact, if the landlord had thought fit, he might have taken away the benefit of this leasehold property from both parties, by insisting upon entering for breach of the condition. But to prevent that, as well as to prevent an action for damages, the parties very wisely—the tenant for life and the remainderman being also the executor and executrix—arranged that the payment should be made. That payment was made, and the result or effect of that payment being made was that the property is preserved for the benefit of those who are interested in the residue; that is, preserved for the benefit of the tenant for life and the remainderman."

The same result was arrived at in the case of *Re Courtier, Coles v. Courtier* (1886, 35 W. R. 85, 34 Ch. D. 136), which was a decision of the Court of Appeal. The testator had settled specifically certain leasehold houses, but left them at his death in a bad state of repair, in breach of his covenants in the leases. The court was unanimous in holding that there was no liability on the tenant for life to make good the testator's neglect, she having in fact kept the houses since the death in as good a state of repair as they were left. There were some expressions in the judgments which would shew that there was no liability on the tenant for life, even in respect of breaches occurring after the death of the testator; and no doubt this is true at law,

but it seems an insufficient ground for determining the liabilities of the tenant for life and the remaindermen *inter se*, for they were all equitable tenants. However, this case was treated by KEKEWICH, J., as an authority for this further proposition, in the case of *Re Baring, Jeune v. Baring* (41 W. R. 87; 1893, 1 Ch. D. 61), that an equitable tenant for life of a leasehold house, held for a term renewable on fines, was under no obligation to pay the rent, to repair or insure, or to pay the fines or expenses of renewal, or otherwise to perform the covenants. It was decided, on construction, that income charges were payable out of the income of the residuary estate, but, on general grounds, it was held that the fines and expenses of renewal were payable by the beneficiaries in proportion to their actual enjoyment (see *Ainslie v. Harcourt*, 28 Beav. 313). KEKEWICH, J., treated the case of *Re Fowler, Fowler v. Odell* (1881, 29 W. R. 891, 16 Ch. D. 723) as overruled by *Re Courtier*, and certainly in that case CORTON, L.J., said that if it had been a decision between tenant for life and remaindermen he should have had some difficulty in following it. Probably the case is now of no authority except on the construction of a similar will.

It is important to observe that in these last three cases the older authorities noticed above were not cited; but *Re Courtier* and *Re Baring* are not out of harmony with those authorities or with the other special authorities which decide that an equitable tenant for life is not bound to keep the subject matter in repair apart from the consideration of covenant.

Where onerous property, such as leaseholds burdened with covenants, becomes part of the testator's estate subsequently to his death—e.g., by re-assignment—the dilapidations existing at the time of the re-assignment, of course, come out of *corpus* (*Allen v. Embleton*, 1858, 6 W. R. 272, 3 Drew 227).

Before closing this part of the subject, it is proper to notice the case of *Manuel v. Norton* (1883, 31 W. R. 325, 22 Ch. D. 769 C.A.), where a testator had devised a farm, subject to a term for raising money, to the use of the plaintiff for life, without impeachment of waste, remainders over. After the testator's death the lease of the farm fell in, and the question arose, How should fall the burden of the testator's covenant to pay the outgoing tenant according to the custom of the country? If there had been no covenant, it is presumed that there would have been no dispute; but even in this case the Court of Appeal held that the liability, being one in respect of the cultivation of the land, must fall on the tenant for life, who could have no remedy over against the remaindermen. His only resource was to obtain a similar valuation from an incoming tenant, when one should be found.

The only power which trustees have to make an equitable tenant for life keep premises in repair lies in refusing possession except on proper terms. When, however, such terms have not been made, and the premises have fallen into disrepair, other considerations apply. On the one hand, it is the duty of the trustees to preserve the property for the benefit of those in remainder, and it may therefore in some cases be necessary to throw the expenses of reinstatement on the capital. Thus *Re Hotchkys, Freke v. Calmady* (1886, 34 W. R. 569, 32 Ch. D. 408, C.A.), is an important case dealing with the problem of a reversionary estate which fell into possession a few years after the death of the testatrix, the property being then out of repair and incumbered, the income only sufficing to pay the interest on the mortgage. There was no indication in the will that the trustees were to have possession as against the tenant for life. CORTON, L.J., said: "In my opinion, in a case where trustees have property vested in them under circumstances like these, there is an obligation upon them, for the purpose of properly carrying out and performing their trust with regard to the property, to see that the property does not fall into decay from want of proper repair. But when the property has fallen into bad repair, the question will, of course, arise whether it is worth while to do the repairs. . . . No doubt if it was clearly for the benefit of the whole residue to repair the mortgaged property, the court would say that the trustees must do it, and that the money must be raised in such a way as not to throw the burden unfairly either upon the tenant for life or the remainderman." See also *Ferguson v. Ferguson* (1886, 17 L. R. Ir. 552, C. A.), where the outlay was to be repaid by instalments in fifty years, and *Donaldson v. Donaldson* (1876, 3 Ch. D. 743, where

BACON, V.C., allowed an advance of a large sum of money from a settlement of personal estate towards the rebuilding of a mansion house on property settled by will, the tenant for life of both properties agreeing to forfeit the interest on such a sum as would repay the advance in twenty years.

The numerous cases dealing with the question whether permanent improvements ought to be thrown on the capital or not have mostly been rendered obsolete by the series of statutes which culminated in the Settled Land Acts, and it is not profitable to search through them except for the purpose of ascertaining the general principles governing the relation of tenant for life and remainderman. Thus, in *Hibbert v. Cooke* (1824, 1 S. & S. 552), the legal tenant for life had expended a considerable sum in removing dry rot, and LEACH, V.C., refused to order an inquiry into this, saying that it was an expense to which a tenant for life choosing to occupy a mansion house must submit. This was recently followed by CHITTY, J., in *Re De Tussier's Settled Estates* (1893, 41 W. R. 184, 1 Ch. D. 153). In *Dent v. Dent* (1862, 10 W. R. 375, 30 Beav. 363) ROMILLY, M.R., allowed expenditure by the equitable tenant for life in keeping mines in Columbia at work, on evidence that they would otherwise have been forfeited to the Government, and that they were on the point of being sold for a large price. Even in the case of an investment under the Lands Clauses Consolidation Act, 1845, the court will not authorize repayment to the life tenant for repairs, JAMES, L.J., saying: "It is the duty of the tenant for life to keep up the buildings, although he may be by law punishable for waste (*Re Leigh's Estate*, 1871, 19 W. R. 1105, 6 Ch. D. 887; cf. *Drake v. Trefusis*, 1875, 10 Ch. D. 364). Again, in *Clarke v. Thornton* (1887, 35 W. R. 603, 35 Ch. D. 307) CHITTY, J., held that improvements which were merely repairs must come out of income. He said: "Of course, under the Settled Land Act, what I may term for shortness ordinary repairs cannot be done at the expense of capital moneys; but the specified works in the nature of improvements which are mentioned in the 25th section can be done at the expense of capital moneys, and it is hardly necessary to state that the works which are there specified are works of a nature which would not have been considered permanent improvements according to the stricter doctrine of the old Court of Chancery. . . . Perhaps, to put it better, I should say the 25th section includes works of a character which would not have been considered improvements by the old court, and is more favourable to the land in settlement." The principle was more clearly stated in *Tucker's Settled Estates* (1895, 43 W. R. 581, 2 Ch. D. 468), which came before the Court of Appeal. It was there held that additions to and alterations in drainage, &c., for the mansion house must be borne by the tenant, LINDLEY, L.J., saying: "The Act of 1890 has greatly enlarged the powers of the court, but the more these powers are enlarged the more carefully they should be exercised. It is, I take it, the duty of the court to consider what is fair and right as between tenant for life and remainderman, and the court ought not to throw upon capital expenses which in fairness ought to come out of income—such, for instance, as expenses for what are really mere repairs. But supposing that what has been done does come within the objects for which the Act allows the expenditure of capital money, the court is not bound to authorize such expenditure to be made out of the capital. We must look at the matter from a business point of view, and see whether it is fair and right that the expense should come out of the capital, or whether it was incurred in respect of things which are part of the ordinary incidents of occupation." Then we have the converse case of *Vine v. Raleigh* (1891, 2 Ch. 13, C. A.), where it was held that a direction to apply the surplus income of property during the life of an annuitant in the purchase of additional land or in the improvements of a landed estate, and in the maintenance in good and habitable repair of houses and tenements on that estate, will not enable the trustees to pay out of income any expenses properly attributable to capital so as to injure the next of kin.

The death is announced of Mr. Alexander Blair, advocate, Sheriff of the Lothians and Peebles, at Edinburgh on Sunday morning, after a short illness. Mr. Blair was appointed Sheriff of Chancery in 1888, in the following year he became Sheriff of Stirling, Dumbarton, and Clackmannan, and in 1891 he was promoted to the metropolitan sheriffdom.

## A READING OF THE NEW STATUTES.

LOCAL GOVERNMENT (ELECTIONS) ACT, 1896 (59 VICT. c. 1).

THE Local Government Act, 1894 (56 & 57 Vict. c. 73), by section 80, conferred upon county councils power to take any steps which might be necessary for removing difficulties arising with respect to the first election of parish or district councillors or guardians, or the first meeting of a parish or district council or board of guardians, or arising from the defective constitution or the total absence of a first council or board. This power, it seems, has been found too valuable for it to be allowed to drop with the first elections, and the present statute confers a similar power with respect to any election of parish or district councillors or guardians, or to the first meeting after any ordinary election of such councillors or guardians, or to the failure to hold an election or to the defective constitution of any council or board. In such cases the county council may, by order, make any appointment or do anything which appears to them necessary or expedient for the proper holding of the election or meeting, or the properly constituting the council or board, and may, if it appear necessary, direct the holding of an election or meeting and fix the dates. Any such order may modify the provisions of the Local Government Act, 1894, and the rules under the Act, so far as may appear to the county council necessary or expedient for carrying the order into effect, and the county council may delegate their powers in this behalf to a committee. The Act is to continue in force until the 31st of December, 1897.

LIFE ASSURANCE COMPANIES (PAYMENT INTO COURT) ACT, 1896 (59 VICT. c. 8).

In *Re Haycock's Policy* (1 Ch. D. 611) JESSEL, M.R., said that the privilege of paying money into court under the Trustee Relief Act, 1847, had been largely, and perhaps on the whole very beneficially, used by assurance societies; but he could not find this privilege in the Act, which was an Act for the relief of trustees only. In the absence of trust, there was no principle on which a mere debtor, such as an assurance society, could take advantage of the provisions of the Act. The inconvenience caused by this decision was to some extent remedied by sub-section (6) of the Judicature Act, 1873, s. 25, which in case of dispute arising under an absolute assignment of a debt by writing empowered the debtor to pay the money into court under the Trustee Relief Act. But the provision was not sufficient to meet all the cases in which assurance societies found difficulty in paying over policy moneys in their hands; and the present Act confers upon them express power to pay into the High Court, or, where the head office of the company is situated within the jurisdiction of the Lancashire Chancery Court, either into that court or the High Court, any moneys payable by them under a life policy in respect of which, in the opinion of their board of directors, no sufficient discharge can be otherwise obtained. We have already noticed (*ante*, p. 765) the new rule which has been issued under the Act.

LOCAL GOVERNMENT (DETERMINATION OF DIFFERENCES) ACT, 1896 (59 VICT. c. 9).

Under section 11 of the Local Government Act, 1888 (51 & 52 Vict. c. 41), the duty of maintaining main roads is in general imposed on the county council; but urban authorities are entitled to retain the management of main roads within their districts, receiving an annual payment from the county council, and district councils are empowered to contract with the county council to undertake the maintenance of roads in consideration of an annual payment. Under sub-sections (3) and (4) any difference as to the amount of these payments is to "be determined by arbitration of the Local Government Board," and under sub-section (9) any difference between a county council and a district council as to the proper repair of roads and the payment therefor is to "be referred to the arbitration of the Local Government Board." Under these sub-sections a doubt appears to have arisen whether the Local Government Board could intervene and settle the difference directly, or whether they were bound to appoint an arbitrator. Accordingly the present Act substitutes for the words quoted above the words "be determined by the Local Government Board as arbitrators or otherwise at the option of the Board," and a corresponding change is made in section 63 of the Act of 1888, which applies the Regulation of Railways Act, 1868 (31 & 32 Vict. c. 119), to arbitrations by the Local Government Board. Section 2 validates past orders under section 11 of the Act of 1888, notwithstanding that the Board have determined the matter as arbitrators or otherwise, instead of appointing an arbitrator.

SHORT TITLES ACT, 1896 (59 &amp; 60 VICT. c. 14).

This Act repeals the Short Titles Act, 1892 (55 Vict. c. 10), and carries out in a more complete manner the task undertaken in that statute. The extent to which this has been done may be gathered

from the fact that, whereas the schedule of short titles in the former Act occupied eighty pages in the edition of the statutes published with the *Law Reports*, the corresponding schedule of the present Act occupies 200 pages. An increase has also been made in the groups of statutes to which a collective title is given, the most noticeable additions being the Bank of England Acts, 1694 to 1892; the Building Societies Acts, 1874 to 1894; the Conveyancing Acts, 1881 to 1892; the Evidence Acts, 1806 to 1895; the House of Commons (Disqualification) Acts, 1715 to 1821; the Justices' Qualification Acts, 1731 to 1875; the Licensing Acts, 1828 to 1886; the Patents, Designs, and Trade-Marks Acts, 1883 to 1888; and the Solicitors Acts, 1839 to 1894.

## REVIEWS.

## PRIVATE INTERNATIONAL LAW.

A DIGEST OF THE LAW OF ENGLAND WITH REFERENCE TO THE CONFLICT OF LAWS. By A. V. DICEY, Q.C., B.C.L., Vinerian Professor of English Law in the University of Oxford. WITH NOTES OF AMERICAN CASES, by JOHN BASSETT MOORE, Professor of International Law, Columbia University, New York. Stevens & Sons (Limited); Sweet and Maxwell (Limited).

The branch of law of which Professor Dicey has in this volume undertaken an exhaustive treatment is commonly denoted by one of the terms, Private International Law and Conflict of Laws. The former, though convenient, involves an altogether erroneous use of the word "international." The latter supposes that two or more systems of law come into conflict, though the real question is simply as to the choice of the national law which shall govern a particular case. Prof. Dicey refers to "the far less objectionable phrase, 'choice of law,'" and he uses it in the body of the work, though he does not attempt to increase the variety of nomenclature by introducing it on the title-page. What is more important, he devotes the earlier part of the book to stating in a very lucid manner the nature of his subject and the method by which it should be treated. All cases, he paradoxically says, which come before an English court must be decided in accordance with the law of England, and yet many such cases have to be decided in accordance with the law of France or some other foreign country. The paradox is explained by noticing that the expression "law of England" is here used in two different senses, a wider sense and a narrower sense. Where either the parties to a transaction or the transaction itself involve a foreign element, it is a question whether the legal effects of the transaction are to be determined by the law of England (in the narrower sense) or by the law of the foreign country. Thus, to take one of Prof. Dicey's examples, the will of a Frenchman executed in France may affect freehold lands in England. The question therefore arises whether its validity is to be determined according to French law or English law. But English law, in addition to the rules which govern exclusively English matters, also contains rules to settle such questions, and in the case supposed it is the English law of wills which is held to be applicable. Thus English law (in the wider sense) includes not only the ordinary rules applied to English matters (English law in the narrower sense), but also rules to determine, in cases where a foreign element is present, what system of law is to be used. It is these latter rules which Prof. Dicey has taken for his subject, together with the preliminary question of jurisdiction—whether, that is, in any case involving a foreign element which comes before an English court, the court has jurisdiction to deal with it at all. This latter point has been recently illustrated by the well-known case of *Companhia Mocambique v. British South Africa Co.* (40 W. R. 650; 1892, 2 Q. B. 358), where it was held that the English court had no jurisdiction to try a case of trespass to land in a foreign country.

To a large extent the choice of law depends on the domicil and nationality of the parties, and in Book I. Prof. Dicey treats of these at considerable length as preliminary matters, the chapter on domicil being a second edition of his earlier work on the same subject. He then devotes Book II. to jurisdiction, subdividing the subject into the jurisdiction of the High Court and the jurisdiction of foreign courts; and Book III. to choice of law. His method is to state the law in a series of boldly printed rules, the rules being followed by explanatory notes and supported by copious references to the cases. As might be expected, the rules touch on a great variety of topics, but each, so far as we have observed, is treated with fulness and accuracy. The four pages, for instance, devoted to Admiralty jurisdiction *in rem* present in that short compass a very useful sketch of a subject which is at once of theoretical and practical importance, and the reference to the leading case of *The Bold Buccleugh* (7 Moore P. C. 267) is supplemented by the most recent authorities. Book III., on the choice of laws, deals *seriatim* with the departments in which it may be necessary to decide between competing systems, and this is equivalent to saying that it ranges over the whole field of private law

—the family relations, property, contract, tort—including also administration in bankruptcy. One of the most interesting questions still unsettled with respect to the choice of law relates to the capacity to contract—whether this is to be determined by the *lex domicilii* or the *lex loci contractus*. For marriage it is clear that the *lex domicilii* is decisive, and there is good authority for saying that the same rule applies to all contracts. But, as Prof. Dicey points out, the practical result in the case of commercial contracts may be very inconvenient; and he suggests, with good reason, that these form an exception, and are governed by the *lex loci contractus*. A special feature of the work is a lengthy note in the appendix on the limits of taxation, which contains an attempt to define, in regard to income tax and the death duties, the principles followed by the English courts in determining the persons and things affected by British taxing statutes. The book as a whole deals in a most able and complete manner with a subject of no slight difficulty, and it will form a valuable addition to the existing treatises.

#### DISTRICT COUNCILLORS.

**THE DISTRICT COUNCILLOR'S HANDBOOK: BEING A SUMMARY OF THEIR POWERS AND DUTIES IN MATTERS OTHER THAN THE ADMINISTRATION OF THE POOR LAW.** By J. C. SWINBURNE-HANHAM, Barrister-at-Law. London: Shaw & Sons.

This little book does not profess to be more than a summary, and it must not of course be taken to be an exhaustive treatise on the law of public health. It is no easy matter to summarize so complex a branch of our law, but Mr. Swinburne-Hanham's work will be a useful guide to district councillors who desire to have some knowledge of our sanitary legislation, and have not the opportunity of consulting Lumley's Public Health or any other of the standard works dealing with the subject. The book is clearly written and well arranged. The apostrophe in the word "Councillor's" is evidently misplaced on the title-page and on the cover, the plural word being intended and appearing in the headings to the pages.

#### BOOKS RECEIVED.

**Commentaries on the Common Law: Designed as Introductory to its Study.** By HERBERT BROOM, LL.D., Barrister-at-Law. Ninth Edition, by W. F. A. ARCHIBALD, M.A., Barrister-at-Law, and H. A. COLFAX, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

**The Light Railways Act, 1896 (59 & 60 Vict. c. 48), together with the Rules of the Board of Trade made under the Act; the Lands Clauses Consolidation Act, 1845, ss. 16-80; the Arbitration Act, 1889; and the Enactments relating to Safety.** With Notes and a copious Index. By EVANS AUSTIN, M.A., LL.D., Barrister-at-Law. Reeves & Turner.

**A History of the Rolls House and Chapel.** By W. J. HARDY, F.S.A. Hardy & Page.

We understand that Sir H. S. Cunningham, K.C.I.E., is about to publish his interesting biographical sketch of Lord Bowen, which was some time ago printed for private circulation. There will be some few additions made, but we believe that the sketch will be substantially in the form in which it originally appeared.

Messrs. Stevens & Sons (Limited) will shortly publish a new work by Mr. Nathaniel J. Highmore, Assistant-Solicitor of Inland Revenue, author of "The Stamp Act, 1891," and "Summary Proceedings in Inland Revenue Cases." This book will bring together in a convenient form many enactments scattered over the Statute Book which are the subject of frequent reference in connection with matters affecting the Inland Revenue Department. Mr. Highmore was the draftsman of the Inland Revenue Regulation Act, 1890, which consolidates into one Act the enactments relating to the different Revenue Boards of Stamps, Taxes, and Excise, which were united in 1850 into one Board of Commissioners of Inland Revenue.

#### CORRESPONDENCE.

##### SERVICE OF COUNTY COURT PLAINTS.

[To the Editor of the Solicitors' Journal.]

Sir,—May I ask the assistance of your valuable paper to give publicity to what is really a scandal—viz., the utter inability of the bailiffs of the various London district county courts to serve the defendant with either an ordinary plaint or a default summons.

I have just had another, among many others, returned unserved, after being twelve days in the officer's hands.

The service of summonses by the bailiffs is now become a perfect farce. Why is it that the bailiffs are "unable to meet with defen-

dant," whereas when the plaint is returned the solicitor's clerk has usually no difficulty in effecting service, though at the cost of some valuable time? I fail to see why a man should receive 1s. for doing nothing, and one way to remedy the present system appears to me to be to make the payment of the shilling to the bailiff dependent upon his service of process.

D. H. LAMBERT.

16, Basinghall-street, October 2.

#### WHERE IS THE FALSE PRETENCE?

[To the Editor of the Solicitors' Journal.]

Sir,—I should be obliged if some of your readers would have the kindness to inform me by what authority her Majesty's subjects are, from time to time, sentenced to various terms of imprisonment for dining at restaurants and not paying the bill.

These sentences are of not infrequent occurrence, and have always been a puzzle to me—for I am so obtuse as to fail to distinguish a difference between ordering a dinner and failing to pay for it, and ordering uncooked provisions or other goods and neglecting to pay for them. In the latter case, though, from the largeness of the amount involved, the matter may be more reprehensible than in the former; yet it only amounts to a simple contract debt, and not a criminal offence.

As justifying their action, the learned magistrates usually treat the offence as obtaining goods by false pretences; but the only pretence I can discern is the pretence that the debtor is hungry and would like to dine, and this seems to be an accurate representation of an existing fact, and not to have any falsity or even exaggeration about it.

I should have thought that the matter was merely one of simple contract, and that the diner was liable in the county court; but that he had done nothing in gratifying his appetite which brought him within the clutches of the criminal law.

ESURIENS.

#### CASES OF THE WEEK.

##### Before the Vacation Judge.

OWEN, HARRIES, & CO. v. LOCK—30th September.

PRACTICE—CONTEMPT—ATTACHMENT—INTENTION TO COMMIT BREACH OF INJUNCTION.

This was a motion upon behalf of the plaintiffs, Messrs. Owen, Harries, & Co., of Portsmouth, against the defendant, W. H. Lock, that they might be at liberty to issue a writ of attachment against the defendant for his contempt in not refraining from soliciting the customers of the plaintiffs' business within a radius of eighty miles of the borough of Portsmouth, pursuant to an order in the action dated the 19th of June, 1896, or in the alternative that the defendant might be ordered to stand committed for his contempt aforesaid. In support of the motion, it was said that the order was served on the 1st of August, and on the 3rd of September the plaintiff's found that the defendant had been to Messrs. Isted & Co., of Montague-street, Worthing, who were customers of the plaintiff, and had solicited an order. For the defendant it was stated that it was quite true that Messrs. Isted & Co. were customers of the plaintiffs, and it was also true that the defendant had solicited an order from them, but the defendant did not know that they were customers of the plaintiffs. It was admitted that the defendant had done an act which was a breach of the injunction, but he did it in ignorance. He was supplied with no list of the plaintiffs' customers at Worthing. In many cases, out of respect for the order of the court, the defendant had refused offers of business where they had been made to him by persons who were the plaintiffs' customers. Proceedings in attachment were of a criminal nature, and there could be no breach of the injunction without intention. The mere commission of an act without intention was no breach. In reply, upon behalf of the plaintiffs, it was said that after the granting of the injunction the defendant chose to go into a district where he knew the plaintiffs had customers, and he did not choose to find out who the customers were.

CAVE, J.—It is difficult to see how the defendant was to know who the customers were. I think I can make no order except that the motion stand till the trial, and the costs be the plaintiffs' costs in the cause.—COUNSEL, Bacon; Dunham. SOLICITORS, A. J. Benjamin, agent for T. A. Bramson, Portsmouth; Oldman, Claburn, & Co.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

RICHARDSON v. T. E. BRINSMEAD & SONS (LIM.) AND OTHERS; FRESY v. T. E. BRINSMEAD & SONS (LIM.) AND OTHERS—7th October.

PRACTICE—ORDER APPOINTING RECEIVER AND MANAGER—UNDERTAKING NOT TO DEAL WITH MONEY—NON-DISCLOSURE OF UNDERTAKING TO COURT—DISCHARGE OF ORDER.

This was a motion upon behalf of James William Richardson, the plaintiff in the first-named action, on behalf of himself and all other the shareholders in the defendant company other than the defendants, for an order that an order dated the 23rd of September, 1896, made in the second above-mentioned action, whereby Charles Walter Grimwade was appointed

receiver of a sum of £9,000 standing at the bank of Messrs. Brown, Janson, & Co. in the joint names of the respondents, Jacob Bradford and William Alexander Thomson, might be discharged, and that it might be ordered that the said sum of £9,000 or other the moneys standing in the said bank in the names aforesaid, might be transferred into court to the credit of the first above-mentioned action, or that such other order might be made as to the court might seem fit. In support of the motion, it was said that the ground of the application was that an undertaking had already been given in the first action that the money should not be dealt with, and that no notice had been given of the application for a receiver in the second action; and, further, that the court had not been informed of the undertaking.

CAVE, J., ordered that the money, subject to the bankers' costs, should be paid into court in the second action, and should not be dealt with without notice to the plaintiff in the first action.—COUNSEL, *E. L. Chubb; Crump, Q.C., and Higgins; Manning; Hopkinson, Q.C., Arthur May, and J. O'Connor.* SOLICITORS, *W. Maskell; Beale & Co; Hays, Schmettau & Ancrum; Thomson & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

*Re THE COMPANIES ACTS, 1862-1890; and Re THE JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870; and Re THE PRESTON DAVIES TYRE AND VALVE CO. (LIM.)*—7th October.

COMPANY—WINDING UP—SCHEME OF ARRANGEMENT—SANCTION OF COURT—AMENDMENT OF PETITION.

This was a petition of the company and the liquidator that a scheme of arrangement might be sanctioned by the court so as to be binding on the creditors and contributories of the company and upon the petitioner, the liquidator. In support of the petition, it was stated that the company was incorporated on the 10th of May, 1893, with a nominal capital of £60,000, divided into 60,000 shares of £1 each. The registered office of the company was at 36, Gray's-inn-road, London. The company was formed to take over the cycle manufacturing business of the Preston Davies Tyre and Valve Co. Early in 1895 the company found itself in financial difficulties, and a meeting of shareholders was held, and an extraordinary resolution to wind up the company voluntarily was passed on the 8th of February, 1895, and at the same meeting the petitioner, J. H. Hossell, was appointed liquidator of the company. The liquidator had, out of the assets realized by him, paid the debenture and all preferential claims, and there now remained a balance in his hands of £406 17s. 10d., distributable (after payment of further costs of the liquidation and his further remuneration) amongst the unsecured creditors of the company, whose debts amounted to £4,548 5s. 1d. After allowing for such further costs and remuneration, there would not be sufficient balance to pay more than 1s. 6d. in the pound to such creditors on their debts, unless steps were taken to enable a licence to use certain letters patent for improvements in tyres of wheels for bicycles, tricycles, and other vehicles to be worked for their benefit. Under the circumstances, it was proposed to reconstruct the company, the scheme of arrangement being that the capital should be increased by the issue of 10,000 preference shares of £1 each, of which £4,500 were to be given to the creditors of the company, and the balance to form working capital. In lieu of their debts, the creditors were to become preference shareholders. Meetings of creditors and shareholders had been held, and both meetings were in favour of the scheme.

CAVE, J.—Very well, I sanction the scheme.

Upon behalf of the petitioners, leave to amend a clerical error in the petition was applied for. The petition stated that the consideration for the patent rights acquired from Mr. Preston Davies was £35,000. The figures £35,000 ought to be £50,000. It was also stated that the consideration of £35,000 was satisfied by the allotment to the vendors or their nominees of 35,000 fully paid-up shares in the company. It ought to have been stated that 35,000 shares were allotted to the vendors and £15,000 in cash paid to them.

CAVE, J.—I grant leave to amend as asked. Scheme sanctioned; leave to amend petition granted.—COUNSEL, *Hopkinson, Q.C., and Stewart Smith.* SOLICITORS, *Everett & Hodgkinson.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

*Re SAMUEL BRITTLE*—7th October.

CONTEMPT OF COURT—ATTACHMENT—SOLICITOR—NON-PAYMENT OF MONEYS RECEIVED ON ACCOUNT OF THIRD PERSONS—BANKRUPTCY OF SOLICITOR—APPLICATION FOR RELEASE FROM CUSTODY—SERVICE OF NOTICE OF MOTION.

This was an application for the release of Samuel Brittle, a solicitor, of Nottingham, from custody for contempt of court. In support of the motion it was stated that upon the 9th of June, 1895, the solicitor was ordered to pay £1,025 4s. 8d., being a balance due from him to William Williamson, John Shepherd, and Mary Attenborough of moneys received by him on their account. On the 29th of July an order was made attaching him for contempt in not obeying the order of the 9th of June, and upon the 1st of August the writ of attachment was executed and he was confined in her Majesty's prison for the town of Nottingham. Upon the 19th of December, 1895, his household furniture and effects were sold by public auction under an execution, and the solicitor said that in consequence of the publicity given to such sale by auction, and it having become known that he was unable to meet his liabilities, his clients left him, and his practice as a solicitor diminished and ultimately became worthless. On the 13th of July last a petition in bankruptcy was presented against him. Upon the 22nd of July a receiving order was made, and on the 1st of August he was adjudicated a bankrupt. He had made an affidavit stating that he had made no attempt to evade the execution of

the order for attachment, but that he was utterly unable to obey the order of the court. He was admitted a solicitor in 1871, and purchased a practice for several hundred pounds. Until he became bankrupt no complaint had been made against him with reference to his professional conduct. He held the offices of member of the Board of Guardians and the Town Council for Nottingham for many years. He had complied with the requirements of the official receiver, and had filed a statement of his affairs thereunder. The amount owing to his unsecured creditors was £7,005 17s. 2d., including the sum due to the creditors who obtained the order for attachment against him, and his assets appeared at £904 19s. 1d. He believed his statement of affairs to be correct, but he had great difficulty in making out the same in consequence of his imprisonment. In consequence of his imprisonment his health had been much impaired, and he was suffering from great mental prostration.

CAVE, J.—I think, in the absence of opposition, I can grant what you ask; but an affidavit must be made shewing that notice of motion has been served upon those people. An affidavit of service upon their solicitors, who have been and are still representing them, will be sufficient. Order of discharge accordingly.—COUNSEL, *E. Beaumont.* SOLICITOR, *W. Butterworth Smith, Nottingham.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

## LAW SOCIETIES.

### BRISTOL INCORPORATED LAW SOCIETY.

The following are extracts from the report of the council:—

*Land Transfer.*—The Land Transfer Bill having been again brought before Parliament, the Incorporated Law Society, U.K., with the approval of the Associated Provincial Law Societies, submitted a Bill drafted by Mr. Wolstenholme, as indicating the lines which in their opinion the reform of the laws of conveyancing should follow in preference to the changes proposed by the Land Transfer Bills previously promoted in Parliament. The attention of the members of Parliament for Bristol was about to be called to the subject, when it became known that the Bill would not be proceeded with till next year at earliest.

*Nomination of Country Members of Council of the Incorporated Law Society, U.K.*—An important step has been taken this year by the Associated Provincial Law Societies, with the view of improving the method of the selection and nomination for election of ordinary (country) members of the Council of the Incorporated Law Society, U.K. This scheme, which has been accepted by a large majority of the country societies, provides for the division of England and Wales into five districts, called the Northern, Eastern, Midland, Western, and Southern Districts. Such of the law societies in these districts as are for the time being members of the Associated Provincial Law Societies are to constitute the electors, and each of them is to have one vote. The number of seats on the London Council available for country members is taken to be eleven, which are to be distributed among the districts as follows: four to the Northern, one to the Eastern, two to the Midland, two to the Western, and two to the Southern. On a vacancy occurring in any district, the secretary of the Associated Provincial Law Societies is to request the electors of that district to nominate their candidate, and the candidate so nominated is to receive the support of the other districts, and will, it is believed, receive the support of the Incorporated Law Society, U.K. Bristol is included in the Western district, which comprises the counties of Chester, Salop, Hereford, Monmouth, Gloucester, Somerset, and the Principality of Wales. To this scheme there are, in the opinion of the council, serious objections, both particular and general. The most important of the particular objections is that Bristol is grouped with Wales rather than with the South-West of England, but a proposal that there should be a South-Western district with two members which was made by the representatives of this society at a meeting of the Associated Provincial Law Societies met with little or no support. The general objections are, however, of a graver character. To make the law society the electoral unit of the district, without regard to the number of its members or to the number of the members of the chief society which it comprises, is both unfair and impolitic. It is obviously unfair, because it puts on an equal footing the big society and the little society; the society with many members of the chief society on its books, and the society with few or none. Hence the anomaly will arise that in the election of an officer of the chief society the vote of a member of the smallest law society in the district, though not himself a member of the chief society, will relatively have greater weight than the vote of a member of the largest law society in the same district, though he and most of his colleagues are members of the chief society. A system that does not recognize the special rights of members of the chief society to select their own representatives is not likely to encourage country solicitors to join the ranks of the chief society. These objections have been pointed out to the Associated Provincial Law Societies by the Council, who have suggested that, instead of each law society having one vote, each society should have votes in proportion to the number of the members of the chief society which it has upon its books.

## LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—October 6.—Chairman, Mr. Rupert Blagden. The subject for debate was: "That the case of *South Staffordshire Water Co. v. Sharman* (1896, 2 Q. B. 44) was wrongly decided." Mr. C. Augustus Anderson opened in the affirmative; Mr. Neville Tebbut seconded in the affirmative; Mr. Ernest E. McCollie opened in the

negative; Mr. Arnold Jolly seconded in the negative. The following members also spoke: Messrs. A. E. Clarke, O. Herbert Smith, and Archer White. Mr. C. Augustus Anderson replied. The motion was lost by six votes.

## LEGAL NEWS.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTION.

EDWARD MOUNTFORD COLEMAN and WILLIAM STEPHEN TUNBRIDGE, solicitors (Coleman & Tunbridge), Redditch. Sept. 29.

[Gazette, October 6.]

#### GENERAL.

Sir William Comer Petheram, says the *Pall Mall Gazette*, now at home on leave as a preliminary to his retirement from the Chief Justiceship of Bengal, is lucky in having completed his Indian career at the early age of sixty-two. A Devonshire man, he was called at the Middle Temple in 1869, took silk in 1880, and after going the Western Circuit for fifteen years was sent out as Chief Justice of the North-Western Provinces, succeeding Sir R. Garth at Calcutta in 1886. Lady Petheram, the only daughter of the late Sir William Congreve, the inventor of the rocket that bears his name, is the only representative, so far as is known, of the Congreve baronetcy, though we believe that the death of her two brothers has never been formally proved.

The Light Railway Commission, appointed by Act of Parliament in last Session to give assistance to would-be promoters of light railways throughout Great Britain, has (says the *Times*) now been given temporary offices at 23, Great George-street, Westminster, where all plans of light railways must be considered before the end of December next. Every application going before the Commissioners must be accompanied by a full statement of the proposed light railway, gauge, motive power, county and parish where proposed, advance of money, requisition, and a certificate that a fee of £50 has been paid to the Board of Trade. The Commissioners are now quite ready to advise applicants with the desire of constructing light railways in the procedure necessary. The Commissioners are the Earl of Jersey, Colonel G. F. O. Boughey, R.E., and Mr. Gerald FitzGerald; and Mr. Bret Ince is the secretary.

By the recent deaths of Mr. Bevir, Q.C., Sir Robert Stuart, Q.C., Sir William Grove, and the Hon. Justice Denman, Lincoln's Inn has, says a paragraph which has gone the round of the daily papers, lost four of its oldest members. The two former were benchers of the society, but the two latter were honorary benchers only, and were not entitled to take part in the meetings of the council or the business of the society, their privileges only extending to dining in the hall on any occasion, with the option of inviting a guest on the two "guest nights" of each term. The reason of this was that, before the abolition of Serjeants' Inn some years ago, every judge on being raised to the bench was made a member of that inn. When this happened he ceased to be a bencher of his own inn, and in the case of Lincoln's Inn an ancient ceremony was gone through of "ringing him out." This process took place in the hall, when, after some formalities had been gone through, a bell was rung and the banished one was formally escorted down the stairs by one of the officials. The bell which was used on these occasions is still, we understand, preserved at Lincoln's Inn. When Serjeants' Inn was done away with each judge was invited to become an honorary bencher of his inn again. In these circumstances, therefore, there will be only two vacancies to be filled up at the bench table at Lincoln's Inn at the ensuing Michaelmas Term.

The Press Association says that the President of the Local Government Board has caused a reply to be forwarded to a correspondent who has called his attention to the following resolution passed by the jury at an inquest recently held at the Lord Raglan public-house, Wandsworth-road: "We, as a coroner's jury here assembled, beg to put forward our protest, in view of the fact that our parish, to which we are all ratepayers, is without a proper coroner's court. We consider that every parish should be provided with a court and mortuary (combined), which would prevent the necessity of holding such sacred inquiries as inquests should be in a public-house. The surroundings are directly opposed to the proper holding of such inquiries, and we call upon the authorities to erect a proper court in this parish." The correspondent, in view of this resolution, asked if there was any likelihood of a special building being erected in every parish for the holding of inquests. He has received the following reply: "Local Government Board, Whitehall, S.W., October 5, 1896.—Sir,—I am directed by the Local Government Board to advert to your letter of the 25th ult with reference to the holding of inquests in public-houses, and to inform you that the Board have forwarded a copy of your letter to the London County Council. I am at the same time to draw your attention to section 92 of the Public Health (London) Act, 1891, which says that 'the County Council shall provide and maintain proper accommodation for the holding of inquests, and may by agreement with a sanitary authority provide and maintain the same in connection with a mortuary or building for post mortem examinations provided by that authority, or with any building belonging to that authority, and may do so on such terms as may be agreed on with the authority.'—I am, Sir, your obedient servant, ALFRED D. ADRIAN, Assistant Secretary."

A correspondent kindly sends us the following recollections of Lord Westbury:—The late Lord Westbury, when Attorney-General, at the

end of the fifties, had two briefs delivered at his chambers in the same case—viz., *Harrison v. The Mayor and Corporation of Southampton*. One of the briefs was for him as representing the Attorney-General's interest on behalf of the Crown, on which was marked 700 guineas. The Mayor and Corporation also desired Sir R. Bethell's services, and they contended that the two interests were not conflicting, and so Sir Richard appeared for them as well, and 1,000 guineas was marked on his second brief. As the case was a very important one, it was arranged that the Lord Chancellor (either Lord Cranworth or Lord Campbell), sitting with the Lords Justices, should hear the case in the first instance, without troubling one of the Vice-Chancellors. When the case came on the Lord Chancellor asked who was representing the Attorney-General, Sir Richard having opened on behalf of the Mayor and Corporation; when Sir Richard naively said, "My friend Mr. Wickens." A good many of your readers will remember that the question in the case was one of domicile, concerning the testator, the late Mr. Hartley, who by his will founded the "Hartley Institution" at Southampton. On the second day of the hearing the matter was compromised by giving the relations something, so that Sir Richard did wonderfully well by taking in fees over 1,700 guineas. The diaries of the testator were ordered to be burnt, on the ground, I believe, that they were not fit to be placed in the Institute. If any of your readers should visit Southampton, they will find a tablet on the staircase of the Institute referring to the founder, and relating also that, owing to the great expense of the suit, the testator's full intentions could not be carried out. The costs were, I believe, either £30,000 or £35,000—the exact figures are on the tablet. It must be remembered that there was a Commission in France to examine witnesses, and that the briefs were of enormous length.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

## THE PROPERTY MART.

### SALES OF ENSUING WEEK.

Oct. 15.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, at 2—

#### REVERSIONS:

To £12,000 Cash, first charge upon a one-third Share of Estate valued at £80,700; life, lady aged 53. Solicitor, H. Stanley-Jones, Esq., London.  
To one-third of £893 17s. 2d. Consols; life, lady aged 72, subject to life aged 46 surviving; also Policy for £200. Solicitor, W. B. Styer, Esq., London.  
To one-eighth of Trust Fund in Railway Stock, valued at £9,500; life, lady aged 73, subject to life aged 41 surviving. Solicitors, Messrs. Woodcock, Ryland, & Parker, London.  
To one-ninth of Trust Estate in Railway Stocks and Properties, valued at £18,000; life, gentleman, 73. Solicitors, Messrs. Rogers, Hartley, & Bastard, London.

#### POLICIES:

For £4,000, with profits, United Kingdom Temperance and General Provident Institution; life, 46; bonus £1,161 7s. 8d.; premium £100.  
For £1,447, New York Life Office; life 59; maturing Sept. 18th, 1902; premium £44 7s. 3d.  
For £1,000, with profits, Gresham Life Assurance Society; life 60; premium £39 13s. 4d.  
For £200, Scottish Union and National Insurance Company; life 83; premium £22 11s. 8d.  
For £499 18s., with profits, British Empire Mutual Life Assurance Company, life, 70; bonus £198; premium £11 9s. 2d.  
Solicitors, Messrs. W. & W. Stocken, London.

#### SHARES:

In Brin's Oxygen Co.; Soham and District Gas Co.; Laurie & Warner; and Waterloo House and Swan & Edgar. Solicitors, Messrs. Hays, Schmeltz, & Ancrum, and Messrs. Tilleard, London.  
(See advertisement on back page of this issue.)

Oct. 15.—MESSRS. DANIEL SMITH, SON, & OAKLEY, at the Royal Hotel, Plymouth, at 2 Freehold Farms, Residence, and about 1,034 acres Land, also an Inn, producing together £1,526 per annum, near Ivybridge, 10 miles from Plymouth; solicitors, Messrs. Markby, Stewart, & Co., London, and W. L. Rogers, Esq., Modbury, Devon. Also, Farms, &c., of about 753 acres on the River Yealm, near Plymouth, producing £1,025 per annum. Solicitors, Messrs. Lawford, Wat-house, & Lawford, London. (See advertisement, Sept. 26, page 785.)

## WINDING UP NOTICES.

London Gazette.—FRIDAY, OCT. 2.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED SHAW & CO. LIMITED—Put for winding up, presented Sept 7, directed to be heard on Oct 7. Flegg & Son, Laurence Pountney hill, solrs for company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 6.

EMERSONVILLE TOWN CO. LIMITED—Creditors are required, on or before Nov 13, to send their names and addresses, and the particulars of their debts or claims, to Mr Percy Edward Wilby, 37, Lombard st. Francis & Johnson, Austin Friars, solrs for liquidator.

HIGGINSHAW MILLS AND SPINNING CO. LIMITED—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Jonathan Scholes, John Charles Atkins, and James Henthorn, 31, Clegg st, Oldham. Ascroft & Maw, Oldham, solrs to liquidators.

"LORD OLIVE" BREASTSHIP CO. LIMITED—Creditors are required, on or before Nov 13, to send their names and addresses, and particulars of their debts or claims, to Edmund Taylor, Tower Bldgs, Water st, Liverpool.

ROCHDALE STAN, LIMITED—Creditors are required, on or before Nov 4, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Lewis, 3, King st, Rochdale. Molesworth & Mattley, Rochdale, solrs for liquidator.

*London Gazette.*—TUESDAY, Oct. 6.  
**JOINT STOCK COMPANIES.**  
 LIMITED IN CHANCERY.

ACKLAM IRON CO, LIMITED—Creditors are required, on or before Nov 13, to send their names and addresses, and particulars of their debts or claims, to William Barclay Peat, Royal Exchange, Middlesbrough. Beik, Middlesbrough, solor to liquidator

LA BUFA MEXICAN GOLD MINES, LIMITED—Petn for winding up, presented Aug 14, directed to be heard on Oct 28. Watson & Watson, 101, Leadenhall st, solors for petners. Notices of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27

PADERWOOD CANNEL AND COAL CO, LIMITED—Creditors are required, on or before Oct 17, to send their names and addresses, and particulars of their debts or claims, to William Boulton, Providence Foundry, Burslem

SAILING SHIP "EUSEBIUS" CO, LIMITED—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to George Croshaw, 116, Fenchurch st, liquidator. Stibbard & Co, Leadenhall st, solors

SOMERSET PRINTING CO, LIMITED—Creditors are required, on or before Nov 12, to send their names and addresses, and the particulars of their debts or claims, to Henry Deffett, 39, Broad st, Bristol. Pomeroy & Co, 15, Clare st, Bristol, solors to the liquidator

STANDARD TIME CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to Ernest Layton Bennett, 56, Bishopsgate st. Bircham & Co, Old Broad st, solors to the liquidator

**FRIENDLY SOCIETIES DISSOLVED.**

FAIRFORD AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED, London st, Fairford, Gloucestershire. Sept 30

VICTORY LODGE SICK FUND OF THE ORIGINAL GRAND ORDER OF THE TOTAL ABSTINENT SONS OF THE PHOENIX SOCIETY, School Rooms, Abbey st Chapel, Abbey st, Bermondsey. Sept 30

WOODBOROUGH CO-OPERATIVE LAND AND BUILDING SOCIETY, LIMITED, Working Men's Institute, Woodborough, Nottingham. Sept 30

**CREDITORS' NOTICES.**

**UNDER 22 & 23 VICT. CAP. 35.**

*London Gazette.*—FRIDAY, Sept. 25.

ALABASTER, RICHARD, Leadenhall st, Chartered Accountant Sept 11 Coburn, Leadenhall st

ATKINSON, WILLIAM, Gt Grimsby Oct 17 Grange & Winttingham, Gt Grimsby

BEVIR, EDWARD JAMES, Harley st, QC Oct 31 Bevir, Wootton Bassett

BLTDE, WILLIAM EDWARD, Bolton le Sands, Lancs Nov 30 Watson & Co, Sheffield

BRIDGER, GEORGIANA, Portland ter, St John's Wood Oct 31 Button & Co, Covent Garden

BUCKLE, MARY SUSANNAH, Pietermaritzburg, South Africa Nov 18 Crosse & Sons, Lancaster pl, Strand

BUTTON, GEORGE, Thornton Heath, Printer Oct 31 Coleman, Laurence Pountney hill

CAMPBELL, WILLIAM, Portman sq Nov 16 Crosse & Sons, Lancaster pl, Strand

CANDLISH, JAMES BROWN, Sheffield, Tobacco Manufacturer Oct 24 Burdakin & Co, Sheffield

CHAFFELL, ISAAC, Congleton, Chester, Accountant Oct 17 Steele Sheldon, Congleton

CLARE, JAMES EDWARD, Middlesbrough Oct 9 Jackson & Jackson, Middlesbrough

COPEY, CHARLES, Bristol Oct 24 Hugh H Gore, Bristol

EVANS, ANNE, Goytrey, Mon Nov 14 Watkins & Co, Pontypool

FISHER, SARAH MARY, St Germans, Cornwall Nov 9 Fisher, New inn, Strand

FISHER, WILLIAM, Lovells, Warwick Nov 16 Rabbett, Birmingham

FORD, JAMES, Plymouth Oct 17 Woolcombe & Son, Plymouth

HARRIS, LEAH, Brighton Oct 23 Boxall, Brighton

HOLLINGWORTH, JAMES, Dobcross, Yorks Nov 7 Learoyd & Co, Huddersfield

HORNER, WILLIAM THOMAS, South Hackney Oct 10 Childs & Co, Chancery ln

HUDDLESTON, JANE ELIZABETH, Altrincham Nov 6 Nicholls & Co, Altrincham

IMBETSON, BENJAMIN, Alnsdale, Lancs Nov 6 Lowndes & Co, Liverpool

ILLSTON, WILLIAM, Gateshead, Durham Oct 10 Clayton & Gibson, Newcastle upon Tyne

LOTT, JAMES JOHN, Bromley, Kent, Surgeon Oct 22 Willett & Latter, Bromley

JONES, GERTRUDE ANN, Regent's Park Oct 17 Jennings, Walbrook

KENDALL, CHARLES, Llandudno Oct 10 Bellis, Llandudno

KIRKMAN, JOSEPH MILLER, Wootton Bassett, Wilts, Surgeon Oct 31 Bevir, Wootton Bassett

LANGBOURNE, THOMAS WILLIAM, Whitby, York Oct 31 Buchanan & Sons, Whitby

LEVY, GEORGE, Wood Green Oct 29 Paterson & Co, Bouverie st

LONGSHAW, WILLIAM, Warrington, Draper Nov 2 Jeans & Son, Manchester

LOWMAN, LOUISA, More, Wilts Oct 24 Rutter & Rutter, Wincanton

MORGAN, OCTAVIUS VAUGHAN, 8th Kensington Nov 7 Wild & Wild, Lawrence lane

NORRIS, HANNAH, Burnham, Somerset Oct 31 Board, Burnham

REDHEAD, MARY ANN, Malmesbury Oct 26 Clark & Smith, Malmesbury

SALMON, WILLIAM, Glamorgan Nov 3 Rees & Gwyn, Cowbridge

SMITH, WILLIAM HENRY, the Rev, Southsea Nov 6 Prior, Portsmouth

STEWART, JOHN, Leicester grdns Oct 31 Butler & Wilkinson, St Neots, Hunts

STOREN, JOSEPH, Croydon Oct 30 Greene & Underhill, Bedford row

THORNHILL, EDMUND BENSLLEY, Kensington gate Oct 31 Wilson & Co, Copthall bldgs

TREBLETT, CHARLOTTE, Belair sq Oct 20 Peake & Co, Bedford row

WALKER, GEORGE, Liverpool, Butcher Oct 28 Smith & Son, Liverpool

WAINSLAY, JOHN, Southport Nov 7 Williams, Southport

WARBURTON, ANNE, Denton, nr Manchester Nov 6 Nicholls & Co, Altrincham

WARRENER, DANIEL, Llandudno Oct 10 Bellis, Llandudno

WESTZEL, EMIL AUGUST EDWARD, Baden Baden, Germany Nov 6 Goldberg & Co, West st, Finsbury cres

WHEE, NICHOLAS, Plymouth Oct 24 Woolcombe & Son, Plymouth

WHITE, ALFRED, Lincoln Oct 17 Gordon & Co, Bradford

WIRCH, ELLEN CAROLINE, Northam, Devon Nov 2 J & S F Pope, Exeter

WOOD, JOHN, Singlewell, Kent Oct 31 Troughton, Gravesend

*London Gazette.*—TUESDAY, Sept 29.

CHISHOLM, JOHN, Aberdare Oct 19 Rees Williams, Aberdare

CLARKE, LYDIA, East Carlton, Norfolk Oct 15 Leathes Prior, Norwich

CLARKSON, HENRY, Alverthorpe Hall, nr Wakefield Dec 1 Claude & Co, Wakefield

COLEBROOK, MAY, Guildford, Butcher Oct 29 Capron & Sparkes, Guildford

DELMONT, FREDERIK CHRISTIAN, Trinity sq, Tower hill, Merchant Nov 7 Rhodes & Son, Dowgate hill

DELMAR, ADELIN ELIZABETH, Bude, Cornwall Oct 31 Coodo & Co, Bedford row

PHILLIPSTHAL, PAULINA THERESA DE, Chiswick Nov 16 Douglas, Old Jewry chmbrs

DICKINS, GEORGE, Hampstead Oct 31 Walker & Co, Theobalds rd

ENGLERBRIGHT, JOHN, Ghaziabad, India, Landed Proprietor Oct 31 Lyne & Holman, Gt Winchester st

GREEN, JOHN, Birmingham Nov 2 Wright & Marshall, Birmingham

GREENFIELD, MAURICE, Kirkby on Bain, Lincoln, Farmer Oct 21 Tweed & Son, Horn-castle

GRIFFITH, ROBERT CHARLES FRANCIS, Rev, Abingdon, Berks Oct 26 Griffith, St Bride's avenue

GRISDALE, ALICE, Baitow in Furness Oct 26 Taylor, Barrow in Furness

HALLOWS, ELIZABETH, Old Colwyn, North Wales Oct 30 Boyle & Picton

HUMPHREYS, JAMES ROSE, Lamborne, Berks Nov 7 Barnes, Lamborne

JERVIS, JOHN, Tyldesley, Lancs Oct 23 Hope & Garstang, Wigan

LANG, DAVID, St John's Wood Nov 7 Hilberts, South sq, Gray's inn

McCONQUODALE, HELEN, Richmond Oct 27 Baker & Nairne, Crosby sq

McCUTCHEON, SARAH, Liverpool Oct 25 Steinforth, Liverpool

MOORE, HENRY PRATT, Bournemouth Nov 10 Bone, Bournemouth

OWYSE, MARIA MARTHA, Barnsbury Nov 1 Fooks & Co, Carey st

OWEN, the Rev EDWARD VAUGHAN, Towyn, Merioneths Nov 4 J Arrowsmith, Abergelle

PENDEED, JOSEPH, Stepney Nov 11 Ashbridge, Whitechapel rd

SALT, ANNIE, Shipley, York Nov 14 Killick & Co, Bradford

SEAGAN, JOHN, Jun, Tonge, Kent, Farmer Oct 24 Winch & Co, Sittingbourne

SKELTON, EDWARD DUNKLEY, Lincoln Oct 26 Mossop & Mossop, Long Sutton, Lincs

THOMSON, JOHN WILLIAMS, Hayward's Heath, Sussex, Florist Oct 24 Robins & Co, Lincoln's inn fields

WALTER, EDMEZER, Speldurst, Kent Oct 31 W C Cripps & Son, Tunbridge Wells

WANNER, WILLIAM HARDING, Malvern, Worcestershire Oct 31 Fraser, Ashford, Kent

WOLSTENHOLME, the Rt Hon. THOMAS AUGUSTUS, Earl of Macclesfield, Oxford Nov 14 Lawrence & Co, New sq, Lincoln's inn

*London Gazette.*—FRIDAY, Oct. 2.

AIRBY, THOMAS, Liverpool, Warehouseman Nov 9 Snowball & Co, Liverpool

BOOTH, BEN, Thurlstone, York, Miller Dec 1 Smith & Co, Sheffield

CHASON, ROBERT, Heigham, Norwich, Publican Oct 15 Leathes Prior, Norwich

CHURCH, JABEZ, Parliament st Nov 1 Church, Fenchurch st

COLLEAU, ELIZABETH, Bow Nov 16 Hepworth & Co, 8th st, Finsbury

DEWING, SUSAN, Cambridge grdns, Notting Hill Church, Fenchurch st

DRAPER, HARRY, Burton on Trent Oct 23 Draper, Burton on Trent

DRINKWATER, ELLEN, Weston super Mare Nov 10 How & Son, Shrewsbury

EVANS, EDWARD, Gelligaer, Glam Oct 10 Leigh & Horley, Cardiff

GODDARD, MARY, Stratham Nov 12 Layton & Webber, St Helen's pl

GRAEBROOK, HENRY SYDNEY, Chiswick, Barrister Oct 15 Gery, Vere st

GUNN, WILLIAM, Liverpool, Painter Oct 31 Bremner & Co, Liverpool

GUSH, JOANNA, Westbury, Wills, Somerset Nov 12 Allen & Son, Carlisle st, Soho sq

HAKES, JOHN JAMES, Beckenham Nov 14 Tabourins & Hitecock, Victoria st

HAYS, JAMES HOWARD, Abchurch lane, Chartered Accountant Oct 31 Bannister & Reynolds, Basinghall st

HEELY, ARTHUR, Moseley Nov 2 Powell & Browett, Birmingham

HELDY, ALICE, Portsea Nov 30 Chapman & Co, Manchester

HILL, JOHN STEPHENS, Bishopston, Bristol Oct 24 Bolton, Bristol

HUNT, THOMAS, Cheltenham, Glos Oct 31 Hunt & Hunt, Cardiff

JONES, EDWIN, Southampton, JP Nov 6 Lomer & Son, Southampton

LOW, MARY, Golborne, Lancs Nov 11 Rigg, Golborne

MAPPLEBECK, JOSEPH, Goole, York, Plumber Nov 9 England & Son, Goole

MUNRO, WILLIAM, Sesscombe, Chester Nov 16 Toulmin & Co, Liverpool

PAOERT, WILLIAM, Stourport, Worcs, Coal Merchant Nov 5 Watson, Stourport

PARRY, MARGARET ANN, Llandudno, Carnarvon Nov 2 Chamberlain & Johnson, Llandudno

PRICE, JOHN BAILEY, Northenden, Chester Oct 30 Farrington, Manchester

RIDER, SARAH, Lonsdale, Aston juxta Birmingham Oct 30 Walthall, Birmingham

RUXTON, CHARLOTTE, Manningham, Yorks Oct 31 Gardiner & Jeffery, Bradford

SAMPSON, PLEASANCE, Shepherd's Bush Sept 24 Rideout, Bayswater

SHIELD, JOSEPH, Liverpool, Tailor Oct 31 Bremner & Co, Liverpool

THOMPSON, THOMAS, Northumberland Oct 31 Alderson, Morpeth

TONE, FRISCELLA, Alfred pl, Bedford sq Oct 23 Becher, Bedford row

TOWNSEND, SUSANNAH EVERINGTON, Camberwell Nov 1 West & Co, Cannon st

TREWENT, FRANCIS, Llanstadwell, Pembroke Nov 1 Mark Pybus, Newcastle upon Tyne

TURNHAM, JAMES, Acton Nov 16 Board, King st

TYSSALL, EPERAIN, Poland st, Oxford st, Electro Plater Nov 14 Walker & Co, Theobalds road

WILLIAMS, DAVID, Liverpool Nov 16 Toulmin & Co, Liverpool

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 2.

## RECEIVING ORDERS.

BALDWIN, EDWIN, King's Langley, Herts, Farmer St Albans Pet Sept 26 Ord Sept 28  
 BEVAN, JAMES HOLY, Belgrave, Leicester, Boot Manufacturer Leicester Pet Sept 29 Ord Sept 29  
 BIRKETT, WILLIAM TREVES, Burnham, Somerset Bridgewater Pet Sept 18 Ord Sept 30  
 BOOCOCK, SQUIRE, Halifax, Confectioner Halifax Pet Sept 30 Ord Sept 30  
 BRACEBRIDGE, FREDERICK, and WILLIAM BOUND, Stourbridge, Coachbuilders Stourbridge Pet Sept 28 Ord Sept 28  
 BROAD, JOHN FREDERICK, East Bedford, Draper Lincoln Pet Sept 16 Ord Sept 29  
 BUNCE, JAMES, Halifax, Market Gardener Halifax Pet Sept 29 Ord Sept 29  
 CHAMPION, WILLIAM CHARLES, Stonehouse, Glos Gloucester Pet Sept 28 Ord Sept 28  
 COOKEWELL, E. V., Victoria st, Financial Agent High Court Pet Aug 18 Ord Sept 28  
 CONNIE, ALEXANDER, Eastbourne, Surgeon Eastbourne and Lewes Pet Sept 29 Ord Sept 29  
 COPPOCK, JUBO, & Co, Cardiff, Merchants Cardiff Pet Sept 11 Ord Sept 28  
 DAINTY, OLIVER, St George's, Salop, General Dealer Madeley Pet Sept 28 Ord Sept 28  
 DANIEL, JOHN, and JOSEPH PARKER HAYNES, Fulham High Court Pet Sept 30 Ord Sept 30  
 DAVIES, DAVID JOHN, Morriston, Swansea Swansea Pet Sept 29 Ord Sept 29  
 EDWARDS, MORGAN, Bwlchison, Cardiganshire, Farmer Aberystwyth Pet Sept 29 Ord Sept 29  
 FOREMAN, LUTHER PATTIE, Ashley, Cambs, Builder Cambridge Pet Sept 10 Ord Sept 28  
 FOX, JOHN, Willow, Staffs, Latch Manufacturer Wolverhampton Pet Sept 29 Ord Sept 29  
 GEORGE, THOMAS, Hirwain, Glam, Draper Aberdare Pet Sept 30 Ord Sept 30  
 GOODALL, JOHN EDWARD, Mexborough, Yorks, Chemist Sheffield Pet Sept 30 Ord Sept 30  
 GOODCHILD, PHILIP PETER, FERRING, Bonchurch, I of W Newport Pet Sept 5 Ord Sept 28  
 HANCOCK, NICHOLAS, Torquay, Grocer Exeter Pet Sept 23 Ord Sept 24  
 HARGREAVES, JOHN, Skipton, Yorks Bradford Ord Aug 26 Ord Sept 28  
 HELLEWELL, ELLIS, Tankersley, Yorks, Farmer Barnsley Pet Sept 30 Ord Sept 30  
 HERBERT, ALBERT, Bournemouth, Fruit Salesman Poole Pet Sept 30 Ord Sept 30  
 HOFMAN, JULIUS, Upper Charlton st, Fitzroy sq, Cabinet Maker High Court Pet Aug 18 Ord Sept 23  
 HUNTLEY, JAMES, Downhead, Somerset, Farmer Frome Pet Sept 28 Ord Sept 28  
 JEFFERTS, WILLIAM BAILEY, Holbeach, Lincs, Farmer King's Lynn Pet Sept 30 Ord Sept 30  
 JOHNSON, NICHOLAS JOHN, Welland, Worcs Worcester Pet Sept 28 Ord Sept 28  
 LAING, WILLIAM PERRY, Acton, Military Engineer Brentford Pet Sept 28 Ord Sept 28  
 LILLY, CHARLES, Gainsborough, Builder Lincoln Pet Sept 29 Ord Sept 29  
 LLEWELLYN, MILLS, Penryn, nr Pontypridd, Weigher Pontypridd Pet Sept 29 Ord Sept 29  
 MCLAUGHLIN, LEKE, Nottingham, Tobacconist Nottingham Pet Sept 29 Ord Sept 29  
 NEWTON, ELLIOTT, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Sept 4 Ord Sept 29  
 POSEITT, WILLIAM, Glass Houghton, Yorks, Shopkeeper Wakefield Pet Sept 28 Ord Sept 28  
 QUESTED, HENRY PHILLIP, Acton, Kent, Farmer Canterbury Pet Sept 28 Ord Sept 28  
 REINGOLD, CHARLES ALBERT, Bournemouth, Hotel Proprietor Poole Pet Sept 29 Ord Sept 29  
 RESTOLD, HENRY, Sparkhill, Worcs, Painter Birmingham Pet Sept 30 Ord Sept 30  
 ROSE, JAMES, Llanrhaithel, Hereford, Farmer Newport, Mon Pet Sept 30 Ord Sept 30  
 SPENCELEY, HENRY, Old Change, Commission Agent High Court Pet Sept 26 Ord Sept 26  
 THOMPSON, DAVID, Faddington, Butcher High Court Pet Sept 29 Ord Sept 29  
 WELCH, HENRY, Acton, Manchester, Commercial Traveller Manchester Pet Sept 30 Ord Sept 30  
 WHITING, SAMUEL, Plymouth, Bag Merchant Plymouth Pet Sept 28 Ord Sept 28  
 YORKE, GEORGE, and HENRY JOHN STEEL, Northampton Shoe Manufacturer, Northampton Pet Sept 28 Ord Sept 28

Amended notice substituted for that published in the London Gazette of Sept 25:

HEATON, WILLIAM, Manchester, Joiner Manchester Pet Sept 23 Ord Sept 23

## FIRST MEETINGS.

ASHMORE, EDWARD, Clay Cross, Derby, Florist Oct 9 at 12 Off Rec, 46, St Mary's gate, Derby  
 BAKER, ROBERT, Darlington, Mason Oct 14 at 3 Off Rec, 8, Albert rd, Middleborough  
 BOOCOCK, SQUIRE, Halifax, Confectioner Oct 10 at 11.30 Off Rec, 40, St Mary's gate, Derby  
 BROCKHILL, MATTHEW HENRY, Kirky Stephen, Westmid, Fish Dealer Oct 19 at 12 Grosvenor Hotel, Stranongate, Kendal  
 BUNCE, JAMES, Halifax, Market Gardener Oct 10 at 11 Off Rec, 40, St Mary's gate, Derby  
 CLAPHAM, LOREN, Newcastle on Tyne Oct 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 COOKEWELL, E. V., Victoria st, Financial Agent Oct 9 at 11 Bankruptcy bldg, Carey st  
 CONNIE, CHARLES JOHN, Brighton Sept 18 at 2.50 Off Rec, 24, Railway app, London Bridge

DANIEL, JOHN, and JOSEPH PARKER HAYNES, Fulham Oct 9 at 12 Bankruptcy bldg, Carey st  
 FOREMAN, LUTHER PATTIE, Newmarket, Builder Oct 14 at 10.30 Off Rec, 8, Petty cury, Cambridge  
 FRESHMAN, CHARLES HOSNER, High Holborn Oct 1 at 12 Bankruptcy bldg, Carey st  
 HANCOCK, NICHOLAS, Torquay, Grocer Oct 15 at 10 Off Rec, 13, Bedford circus, Exeter  
 HEATON, WILLIAM, Manchester, Joiner Oct 9 at 3 Ogden's chmbrs, Bridge st, Manchester  
 HOFMAN, JULIUS, Upper Charlton st, Fitzroy sq, Cabinet Maker Oct 12 at 12 Bankruptcy bldg, Carey st  
 JACKSON, WILLIAM, Barrow in Furness, Ironmonger Oct 9 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness  
 JAMES, HENRY, Barry Dock, Glam, Wine Merchant Oct 13 at 11 Off Rec, 29, Queen st, Cardiff  
 KING, WILLIAM JOHN, Rhymney, Grocer Oct 9 at 3 63, High st, Herthyr Tydfil  
 MARTIN, JOSEPH FRANCIS, Aberavon, Glam, Grocer Oct 9 at 12 Off Rec, 31, Alexandra rd, Swansea  
 NORTH, JOHN ROBERT, Beeston, Notts, Licensed Victualler Oct 10 at 12 Off Rec, St Peter's Church walk, Nottingham  
 POSEITT, WILLIAM, Houghton, Yorks, Shopkeeper Oct 9 at 11 Off Rec, 6, Bond street, Wakefield  
 SANDERS, JOSEPH EDWARD WILLIAM, New Malden, Surrey, Builder Oct 9 at 11.30 24, Railway approach, London Bridge  
 SHARP, ABRAHAM, Barrow in Furness, Labourer Oct 9 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness  
 TRACEY, RICHARD, Basinghall st, Stockbroker Oct 9 at 12 Bankruptcy bldg, Carey st  
 UNDERWOOD, GEORGE THOMAS, Southport, Auctioneer Oct 13 at 12 Off Rec, 35, Victoria st, Liverpool  
 WATERS, W R C, Architect Oct 9 at 1 Bankruptcy bldg, Carey st  
 WILKINSON, JAMES HENRY, Manchester, Saddler Oct 9 at 2.45 Ogden's chmbrs, Bridge st, Manchester  
 WILLIAMS, ADA JANE, Prescott, Lancs, Chemist Oct 12 at 12 Off Rec, 35, Victoria st, Liverpool  
 WILMOT, EDWARD ROBERT, Bishop Auckland, Postman Oct 9 at 11.30 Off Rec, 25, John st, Sunderland  
 WORTHING, THOMAS WILLIAM, Leominster, Labourer Oct 12 at 10 4, Corn st, Leominster

Amended notice substituted for that published in the London Gazette of Sept 15:

GAIN, JONATHAN, Fulham, Actor Sept 22 at 11 Bankruptcy bldg, Carey st

## ADJUDICATIONS.

BOOCOCK, SQUIRE, Halifax, Confectioner Halifax Pet Sept 30 Ord Sept 30  
 BRACEBRIDGE, FREDERICK, and WILLIAM BOUND, Stourbridge, Coachbuilders Stourbridge Pet Sept 28 Ord Sept 28  
 BUNCE, JAMES, Halifax, Market Gardener Halifax Pet Sept 29 Ord Sept 29  
 CONNIE, CHARLES JOHN, Brighton Brighton Pet Sept 25 Ord Sept 25  
 DAINTY, OLIVER, St George's, Salop, General Dealer Madeley Pet Sept 28 Ord Sept 29  
 DAVIES, DAVID JOHN, Morriston, Swansea Swansea Pet Sept 29 Ord Sept 29  
 EATON, EDWARD, Macclesfield, Drysalter Macclesfield Pet Sept 5 Ord Sept 29  
 FOREMAN, LUTHER PATTIE, Newmarket, Builder Cambridge Pet Sept 9 Ord Sept 29  
 FOX, JOHN, Willow, Staffs, Latch Manufacturer Wolverhampton Pet Sept 29 Ord Sept 29  
 GEORGE, THOMAS, Hirwain, Glam, Draper Aberdare Pet Sept 30 Ord Sept 30  
 GOODALL, JOHN EDWARD, Mexborough, Yorks, Chemist Sheffield Pet Sept 30 Ord Sept 30  
 HANCOCK, NICHOLAS, Torquay, Grocer Exeter Pet Sept 23 Ord Sept 24  
 HARGREAVES, JOHN, Skipton, Yorks, Farmer Barnsley Pet Sept 30 Ord Sept 30  
 HERBERT, ALBERT, Bournemouth, Fruit Salesman Poole Pet Sept 30 Ord Sept 30  
 HUNTER, DAVID STEVENSON, Norfolk st, Strand, Journalist High Court Pet Aug 30 Ord Sept 25  
 HUNTLEY, JAMES, Downhead, Somerset, Farmer Frome Pet Sept 28 Ord Sept 28  
 JEFFERTS, WILLIAM BAILEY, Holbeach, Lincs, Farmer King's Lynn Pet Sept 30 Ord Sept 30  
 JOHNSON, NICHOLAS JOHN, Welland, Worcs Worcester Pet Sept 28 Ord Sept 28  
 LAING, WILLIAM PERRY, Acton, Military Engineer Brentford Pet Sept 28 Ord Sept 28  
 LILLY, CHARLES, Gainsborough, Builder Lincoln Pet Sept 29 Ord Sept 29  
 LLEWELLYN, MILLS, Penryn, nr Pontypridd, Weigher Pontypridd Pet Sept 29 Ord Sept 29  
 MCLAUGHLIN, LEKE, Nottingham, Tobacconist Nottingham Pet Sept 29 Ord Sept 29  
 CHAMPION, WILLIAM CHARLES, Stroud, Glos Gloucester Pet Sept 28 Ord Sept 28  
 POSEITT, WILLIAM, Glass Houghton, Yorks, Shopkeeper Wakefield Pet Sept 28 Ord Sept 28  
 PRESOR, JOHN WILLIAM, Parks, Leics, Farmer Burton on Trent Pet Sept 15 Ord Sept 24  
 PRINSEP, ERNEST CHARLES, Coventry at High Court Pet Aug 23 Ord Sept 25  
 QUESTED, HENRY PHILLIP, Acton, Kent, Farmer Canterbury Pet Sept 28 Ord Sept 28  
 ROSE, JAMES, Llanrhaithel, Hereford, Farmer Newport, Mon Pet Sept 30 Ord Sept 30  
 SHOPS, SAMUEL, and SAMUEL SHOPS, the younger, Leicester, Boot Manufacturers Leicester Pet Sept 21 Ord Sept 29  
 SPENCELEY, HENRY, Old Change, Commission Agent High Court Pet Sept 26 Ord Sept 26  
 THOMPSON, DAVID, Faddington, Butcher High Court Pet Sept 29 Ord Sept 29  
 UNDERWOOD, GEORGE THOMAS, Southport, Auctioneer Liverpool Pet Sept 9 Ord Sept 29  
 WHITING, SAMUEL, Plymouth, Bag Merchant Plymouth Pet Sept 28 Ord Sept 28

WILLIAMS, ADA JANE, Prescott, Lancs, Chemist Liverpool Pet Sept 9 Ord Sept 30

London Gazette.—TUESDAY, October 6.

## RECEIVING ORDERS.

ASH, ABRAHAM, and WILLIAM WINTYARD, Walsall, Brown Saddlers Walsall Pet Sept 30 Ord Sept 30  
 BROWN, JOSEPH, Leicester Leicester Pet Oct 2 Ord Oct 2  
 BRUGGON, CHARLES, Wolverhampton, Watchmaker Wolverhampton Pet Sept 16 Ord Oct 1  
 BUCKLER, SAMUEL JAMES, Rotherham Sheffield Pet Oct 3 Ord Oct 3  
 CLARK, JOHN, Gt Grimsby, Fruiterer Gt Grimsby Pet Oct 1 Ord Oct 1  
 COWHERD, THOMAS HAYTON, Westmid, Corn Dealer Kendal Pet Oct 2 Ord Oct 2  
 DABSON, FREDERICK MAJOR PORTLOCK, Clapton High Court Pet Oct 2 Ord Oct 2  
 DAVIDSON, JOSEPH, North Shields, Blacksmith Newcastle on Tyne Pet Oct 3 Ord Oct 3  
 DAVIES, THOMAS, Carmarthen, Provision Merchant Carmarthen Pet Oct 3 Ord Oct 3  
 DAWES, HARRY, Lexington st, Golden sq High Court Pet Sept 29 Ord Oct 2  
 DAWSON, WILLIAM EDWARD, Walton on the Naze, Physician Colchester Pet Oct 2 Ord Oct 2  
 DRAGE, WILLIAM HICKMAN, Northampton, Pawnbroker Northampton Pet Oct 1 Ord Oct 1  
 FOSTER, FRANCIS GEORGE, Havant, Hants Portsmouth Pet Oct 1 Ord Oct 1  
 GARRAWAY, H S, Pimlico High Court Pet Sept 11 Ord Oct 2  
 GOLDBERG, DAVID, Spitalfields, Boot Manufacturer High Court Pet Oct 1 Ord Oct 1  
 GRAHAM, HECTOR, Hay Mills, nr Birmingham, Tailor Birmingham Pet Oct 1 Ord Oct 1  
 GRANT, CAROLINE, Westbourne Park, Spinster High Court Pet Aug 29 Ord Oct 2  
 GRIFFITHS, DAVID, Llantrisant, Builder Pontypridd Pet Oct 3 Ord Oct 3  
 HARRISON, ARTHUR LIVINGSTON, Lee, Kent Greenwich Pet Oct 1 Ord Oct 1  
 HELLEN, ARTHUR EDWARD, Woking, Surrey, Greengrocer Guildford Pet Oct 2 Ord Oct 2  
 HEMINGWAY, JOHN CHARLES, Leeds, Solicitor Leeds Pet Sept 30 Ord Sept 30  
 HICKSON, GEORGE, Gt Grimsby, Tailor Gt Grimsby Pet Sept 19 Ord Oct 1  
 HORSFIELD, JOHN, Leeds, Tailor's Traveller Leeds Pet Oct 1 Ord Oct 1  
 HUSTLER, HENRY NICHOLSON, Liverpool Liverpool Pet Sept 17 Ord Oct 2  
 JENKINS, JOHN, Leamington Priors, Agent Warwick Pet Oct 1 Ord Oct 1  
 JONES, MARY, Dowls, Glam, Licensed Victualler Merthyr Tydfil Pet Oct 1 Ord Oct 1  
 KING, ANNIE, and FRANCES KING, Bournemouth, Drapers Poole Pet Oct 2 Ord Oct 2  
 LANE, THOMAS, Leabury, Provision Dealer Worcester Pet Sept 30 Ord Sept 30  
 LAST, PHILIP, Walworth, Clockmaker High Court Pet Sept 8 Ord Sept 30  
 LAWSON, GEORGE EDWIN, Kettering, Confectioner Northampton Pet Oct 1 Ord Oct 1  
 LUCY, CHARLES WOOTTON, Redland, Bristol, Commercial Traveller Bristol Pet Aug 22 Ord Oct 2  
 LYONS, DOBIE, Kegworth, Leicester Leicester Pet Sept 30 Ord Sept 30  
 MCKINNEL, JAMES, Kirkham, Lancs, Licensed Victualler Preston Pet Aug 21 Ord Oct 2  
 MORGAN, WILLIAM, Pontypridd, Butcher Pontypridd Pet Oct 3 Ord Oct 3  
 NICHOLS, JOHN, Leeds, Game Dealer Leeds Pet Sept 30 Ord Sept 30  
 PERRIS, JOHN, Penryn, Glam, Furniture Dealer Pontypridd Pet Sept 30 Ord Sept 30  
 ROBERTS, GEORGE EDWARD, Leicester, Draper's Traveller Leicester Pet Oct 1 Ord Oct 1  
 ROBERTS, FREDERICK W, Margate, Insurance Broker High Court Pet Sept 15 Ord Oct 1  
 RUSSELL, CHARLES, South Shields Newcastle on Tyne Pet Oct 3 Ord Oct 3  
 SMITH, THOMAS WILLIAM TOOME, Market st, Mayfair, Surgeon High Court Pet Sept 10 Ord Oct 1  
 STEPHENS, CHARLES AUBREY, Hereford, Painter Hereford Pet Oct 1 Ord Oct 1

## RECEIVING ORDERS RESCINDED.

MARTIN, GEORGE STEVENSON HOSKINS, Haymarket, Turf Commission Agent High Court Rec Ord July 22 Resc Sept 30  
 REED, GEORGE WILLIAM, Ham Frith rd, Stratford, Builder High Court Rec Ord March 21 Resc Sept 30

## FIRST MEETINGS.

BEVAN, JAMES HOLY, Leicester, Boot Manufacturer Oct 13 at 12.30 Off Rec, 1, Berridge st, Leicester  
 BROWN, JOSEPH, Leicester, Tin Worker Oct 13 at 3 Off Rec, 1, Berridge st, Leicester  
 BUNCE, ALBERT WILLIAM, Chesham Oct 13 at 3 Off Rec, Station rd, Gloucester  
 CHALLONER, THOMAS, Bilston, Staffs, Charter Master Oct 13 at 10.15 Off Rec, Dudley  
 CHAMPION, WILLIAM CHARLES, Stroud, Commission Agent Oct 13 at 4 Off Rec, Station rd, Gloucester  
 CHARLES, THOMAS, Cradley Heath, Staffs, Licensed Victualler Oct 13 at 10.45 Off Rec, Dudley  
 CLARK, HENRY VINCENT, Nottingham Oct 13 at 3 Off Rec, 40, St Mary's gate, Derby  
 COOKE, THOMAS ASHLEY, Hyde, Cheshire, Confectioner Oct 14 at 3 Ogden's chmbrs, Bridge st, Manchester  
 DAINTY, OLIVER, St George's, Salop, General Dealer Oct 21 at 1 County Court Office, Madeley  
 DAVIES, DAVID JOHN, Swansea Oct 15 at 12 Off Rec 31, Alexandra rd, Swansea  
 EVANS, WILLIAM, Fembroke Dock, Provision Dealer Oct 15 at 5 Off Rec, 4, Queen st, Carmarthen

GILSON, WILLIAM, West Bromwich Oct 13 at 10 Off Rec, Dudley  
 GOLDBERG, DAVIS, Bell lane, Spitalfields, Boot Manufacturer Oct 14 at 11 Bankruptcy bldg, Carey st  
 GREENWOOD, LUKE, Ouse, Yorks, Licensed Victualler Oct 13 at 3 Off Rec, Bank chmbrs, Batley  
 HADGRAVE, JOHN, Skipton, Yorks Oct 14 at 11 Off Rec, 31, Manor row, Bradford  
 HERBERT, ALBERT, Bournemouth, Fruit Salesman Oct 14 at 12.45 Grand Hotel, Bournemouth  
 HUNTLEY, JAMES, Downhead, Somerset, Farmer Oct 14 at 12 Off Rec, Bank chmbrs, Corn st, Bristol  
 JENKINS, JOHN, Warwick, Agent Oct 14 at 11 Off Rec, 17, Hertford st, Coventry  
 JOULES, WILKINSON, Stockport Oct 13 at 11.30 Off Rec, County chmbrs, Market pl, Stockport  
 LAST, PHILIP, Walworth, Clockmaker Oct 13 at 12 Bankruptcy bldg, Carey st  
 McLOUGHLIN, LUKE, Nottingham, Tobacconist Oct 13 at 11 Off Rec, St Peter's Church walk, Nottingham  
 MILLER, THOMAS HENRY, Birmingham Oct 14 at 11 23, Colmore row, Birmingham  
 MITCHELL, JONAS WILLIAM, Leeds, Oil Merchant Oct 16 at 12 Off Rec, 22, Park row, Leeds  
 MORELAND, DAVID, Leeds Oct 16 at 3 Off Rec, 22, Park row, Leeds  
 NOBLE, BENJAMIN, senr, Nth Collingham, Notts, Farmer Oct 13 at 12 Off Rec, St Peter's Church walk, Nottingham  
 PIGGIN, JOSEPH FREDERICK, Longton, Staffs, Publican Oct 13 at 11.15 Off Rec, King st, Newcastle under Lyme  
 QUERRET, HENRY PHILIP, Ayr, Kent, Farmer Oct 16 at 9 Off Rec, 73, Castle st, Canterbury  
 REINPOUCH, CHARLES ALBERT, Bournemouth, Hotel Proprietor Oct 16 at 12 Bijou Hall, Bournemouth  
 REYNOLDS, WYLLIE EDWIN, Southport, Pianoforte Tuner Oct 14 at 12 Off Rec, 35, Victoria st, Liverpool  
 ROBERTS, GEORGE EDWARD, Leicester, Draper's Traveller Oct 14 at 12.30 Off Rec, 1, Berridge st, Leicester  
 ROGERS, CHARLES, jun, Parkstone, Dorset, Furniture Dealer Oct 13 at 1 Off Rec, Salisbury  
 SPENCELEY, HENRY, Old Change, Commission Agent Oct 14 at 12 Bankruptcy bldg, Carey st  
 TAYLOR, JAMES WILLIAM, Brighton, Boot Retailer Oct 13 at 3.15 Senior Off Rec, 24, Railway app, London Bridge  
 THOMPSON, DAVID, Paddington, Butcher Oct 14 at 1 Bankruptcy bldg, Carey st  
 TREHERN, STANLEY J'ANSON, Bournemouth, Coal Merchant Oct 14 at 12 Grand Hotel, Bournemouth  
 WEBSTER, ALEXANDER SMITH, Leeds Oct 16 at 11 Off Rec, 22, Park row, Leeds  
 WELCH, HERBERT, Ardwick, Manchester, Commercial Traveller Oct 14 at 2.30 Ogden's chmbrs, Bridge st, Manchester  
 WILLIAMS, EVAN, Llandwrog, Carnarvon, Farmer Oct 14 at 12.45 Prince of Wales Hotel, Carnarvon  
 WILKS, WILLIAM HENRY, Parkstone, Dorset Oct 13 at 12.30 Off Rec, Salisbury

Amended notice substituted for that published in the London Gazette of Oct 2:

POKITT, WILLIAM, Glass Houghton, Bt Castleford, Shopkeeper Oct 13 at 11 Off Rec, 6, Bond ter, Wakefield

#### ADJUDICATIONS.

ARNOLD, JOHN, JUN, and WILLIAM STEPHEN EVANS, Dorking, Bakers Croydon Pet Sept 22 Ord Sept 29  
 BALDWIN, EDWIN, Kings Langley, Herts, Farmer St Albans Pet Sept 25 Ord Oct 1  
 BROAD, JOHN FREDERICK, East Retford, Draper Lincoln Pet Sept 16 Ord Oct 2  
 BROWN, JOSEPH, Leicester Leicester Pet Oct 2 Ord Oct 2  
 BUCKLER, SAMUEL JAMES, Rotherham, Yorks Sheffield Pet Oct 3 Ord Oct 3  
 CHESHIRE, EDMUND OTHER, Mark In, Wise Merchant High Court Pet July 21 Ord Oct 1  
 CLAPHAM, LIONEL, Newcastle on Tyne Newcastle on Tyne Pet Aug 15 Ord Oct 1  
 CLARK, JOHN, Gt Grimsby, Fruiterer Gt Grimsby Pet Oct 1 Ord Oct 1  
 COBBIS, ALEXANDER, Eastbourne, Surgeon Eastbourne Pet Sept 29 Ord Oct 3

COOPER, JAMES BREWARD, and JOHN COOK, Accrington, Tailors Blackburn Pet Aug 14 Ord Oct 3  
 COWHERD, THOMAS HAYTON, Westmorland, Corn Dealer Kendal Pet Oct 2 Ord Oct 2  
 DAVIDSON, JOSEPH, North Shields, Blacksmith, Newcastle on Tyne Pet Oct 3 Ord Oct 3  
 DAWES, HARRY, Lexington st, Golden sq High Court Pet Sept 29 Ord Oct 2  
 DAWSON, WILLIAM EDWARD, Walton on the Naze, Physician Colchester Pet Oct 2 Ord Oct 2  
 GOLDBERG, DAVIS, Bell In, Spitalfields, Boot Manufacturer High Court Pet Oct 1 Ord Oct 3  
 GRIFFITHS, DAVID, Llantrisant, Glam, Builder Pontypridd Pet Oct 3 Ord Oct 3  
 HARRISON, ARTHUR LIVINGSTON, Lee, Kent Greenwich Pet Oct 1 Ord Oct 1  
 HICKSON, GEORGE, Gt Grimsby, Tailor Gt Grimsby Pet Sept 19 Ord Oct 2  
 HOPMAN, JULIUS, Upper Charlton st, Fitzroy sq, Cabinet Maker High Court Pet Aug 18 Ord Sept 30  
 HORSFIELD, JOHN, Leeds, Tailor's Traveller Leeds Pet Oct 1 Ord Oct 1  
 JENKINS, JOHN, Leamington Priors, Agent Warwick Pet Oct 1 Ord Oct 1  
 JONES, MART, Dowlais, Glam, Licensed Victualler Merthyr Tydfil Pet Oct 1 Ord Oct 1  
 KING, ANNE, and FRANCES KING, Bournemouth, Drapers Poole Pet Oct 1 Ord Oct 2  
 LAKE, THOMAS, Ledbury, Provision Dealer Worcester Pet Sept 30 Ord Sept 30  
 LAST, PHILIP, Walworth, Clockmaker High Court Pet Sept 8 Ord Oct 3  
 LAWSON, GEORGE EDWIN, Kettering, Confectioner Northampton Pet Oct 1 Ord Oct 1  
 LLOYD, DIONY, Kegworth, Leics Leicester Pet Sept 30 Ord Sept 30  
 MATTHEWS, ROBERT, Southstoke, Somerset, Baker Bath Pet Sept 12 Ord Sept 30  
 MIDDLEY, CHARLES HUNT, Gt St Helen's, Commission Agent High Court Pet Aug 25 Ord Sept 30  
 MILLNER, THOMAS HENRY, Birmingham Birmingham Pet Sept 22 Ord Oct 3  
 MORRAN, WILLIAM, Pontypridd, Butcher Pontypridd Pet Oct 3 Ord Oct 3  
 NICHOLS, JOHN, Leeds, Poultry Dealer Leeds Pet Sept 30 Ord Sept 30  
 PERREN, JOHN, Penygraig, Glam, Furniture Dealer Pontypridd Pet Sept 30 Ord Sept 30  
 PORTER, THOMAS MORGAN, Bristol, Boot Manufacturer Bristol Pet Sept 15 Ord Oct 3  
 PRESTON, CHARLES EDWARD, Coleorton Moor, Leics, Blacksmith Burton on Trent Pet Sept 15 Ord Oct 1  
 REYNOLDS, HENRY, Sparkhill, Worcs, Painter Birmingham Pet Sept 28 Ord Oct 2  
 REYNOLDS, WYLLIE EDWIN, Southport, Pianoforte Tuner Liverpool Pet Sept 25 Ord Oct 2  
 ROBERTS, GEORGE EDWARD, Leicester, Draper's Traveller Leicester Pet Oct 1 Ord Oct 1  
 ROBERTS, FREDERICK WALTER, Margate, Insurance Broker High Court Pet Sept 15 Ord Oct 3  
 RUSSELL, CHARLES, South Shields Newcastle on Tyne Pet Oct 3 Ord Oct 3  
 SMITH, SAMSON, Bowling, Yorks, Soap Boiler Bradford Pet Aug 21 Ord Sept 30  
 STEPHENS, CHARLES AUBREY, Hereford, Painter Hereford Pet Oct 1 Ord Oct 1  
 TRACEY, RICHARD, Basinghall st, Stockbroker High Court Pet July 30 Ord Sept 30  
 WEIR, DAVID, jun, Weston Park, Crouch End, Provision Merchant High Court Pet Sept 16 Ord Oct 1  
 WELCH, HERBERT, Ardwick, Manchester, Commercial Traveller Manchester Pet Sept 30 Ord Sept 30

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9, Clifford's-inn, London, E.C., September 21st, 1896.

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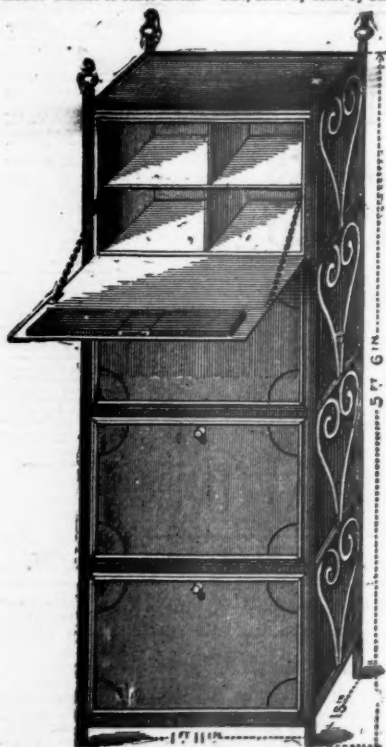
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